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## The Solicitors' Journal and Reporter.

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## CURRENT TOPICS.

BOTH DIVISIONS of the Court of Appeal rose before the com-  
mencement of the Whitsun Vacation; No. 1 rising on Wednesday  
and No. 2 on Thursday.

As was anticipated, Mr. Justice STIRLING will not have com-  
pleted the hearing of the actions in the "selected list" before it  
is time to rise for the Whitsun Vacation. Mr. Justice WRIGHT  
also has several of the actions which were transferred to him  
still unheard, but in every case this appears to be due to the  
fact that the cases are for various reasons not ready for hearing.  
Negotiations for compromise in some cases cause postponement,  
one case is postponed until Hilary Sittings, 1894.

It was not (says a correspondent) an altogether happy statement  
which came from the lips of one of the speakers at the last meet-  
ing of the Incorporated Law Society with reference to the drawing  
up of orders by the Chancery registrars. In advocating the advan-  
tages of the present system, in opposition to the proposed new  
plan of amalgamating the offices of registrar, taxing master, and  
chief clerk, there occurred the following expression of opinion:—  
"The advantages of the present system were, that uniformity  
was preserved, and much benefit was derived from the relation  
between the registrars and the judges, and the great skill and  
practice acquired in the course of drawing up orders by the  
registrars. He believed the new system would not be found to  
work. At the same time he did not uphold the present system  
of drawing up chancery orders as the best that could be devised  
by human ingenuity. It had lasted a long time, but there were  
faults to be found in it, and one of them was that of delay. To  
those who knew the work, it was wonderful in how short a time  
an order could be got through; but, if the thing was allowed to  
go along its ordinary length, it would take an unreasonable  
time." The speaker was, no doubt, a practitioner of considerable  
experience, but, at the same time, it cannot be described as  
"wonderful" that a solicitor who knows his work is able  
to carry on his business at greater speed than one who  
does not. It is usually those who do not know their work  
who complain of delays in the drawing up of orders, and it is  
within the experience of many that an *ex parte* order—i.e., an  
order in which nothing depends on the "other side"—can be  
drawn up and entered in a few hours, and this is often done.  
The wonderful part is that the speaker takes no account of the  
causes of delay which in fact do occur. Among these are the  
indifference of those who have to pay costs in not affording

assistance by bringing in briefs and papers, the postponement of appointments by reason of non-attendance, the constant contents as to the precise mode in which costs have been awarded, and various other matters which might be specified.

THE DECISION OF CHITTY, J., in *Re Brown's Estate* (41 W. R. 440) appears to conflict with the ordinary rule that where money has been lent, repayable on demand, the statute begins to run from the time of the loan, and not from the time of the demand. In *Norton v. Ellam* (2 M. & W. 461) an action was brought on a promissory note payable on demand, and PARKE, B., said: "I entertain no doubt at all on this point. It is the same as money lent payable upon request, with interest, where no demand is necessary before bringing the action. . . . The debt which constitutes the cause of action arises instantly on the loan. Where money is lent simply it is not denied that the statute begins to run from the time of lending." Thus the fact of the money being a present debt is regarded as the chief consideration, and the form of the security is secondary: cf. *Collins v. Benning* (12 Mod. 444). There is naturally, however, a distinction between the cases where the security is given by the borrower and where it is given by a surety. In the latter case there is no debt immediately due from the surety, and to entitle the lender to proceed against him upon a security made payable on demand an actual request is necessary: *Birks v. Trippett* (1 Wms. Saund. 38). In *Re Brown's Estate* a covenant in a mortgage deed to pay the principal sum on demand, and interest in the meantime from the date of the deed, was entered into by the mortgagor and a surety; and the proviso for redemption followed the same form. The question was whether the statute had run in favour of the surety, and, upon the distinction above adverted to, an actual demand would have been necessary to give a cause of action as against him, though not as against the mortgagor. This of course gives a different construction to the same words in the instrument as against different parties, but such a result is not objectionable when once it is decided that the running of the statute depends upon the actual existence of the debt, and not on the form of the security. CHITTY, J., however, held that the question was in fact one of the construction of the contract, and having regard to the terms of the covenant, and also of the proviso for redemption, he decided that a demand was a condition precedent to the bringing of any action on the covenant. If this is correct, it would seem to follow that the question whether the party to be sued is principal or surety is immaterial, and that in every case the liability to be sued without demand, and so to gain at once the benefit of the statute, depends on the construction given to the security.

IF THE CASE OF *Re Mackenzie, Ex parte Short* (ante, p. 480), which deals with taxation of a solicitor's bill of charges and disbursements upon which a deduction had been made on the face of the bill, goes further than *Re Carthew* (28 SOLICITORS' JOURNAL, 709, 27 Ch. D. 485) and *Re Paull* (ibid.), it is that the deduction was intended to be a reduction out and out, and not merely a reduction to be allowed only in the event of the matter not going on to taxation. If that be so, then the present decision would seem to amount to this, that any and every solicitor's bill which contains a deduction of a lump sum in respect of the whole bill generally, but does not specify which particular items of the bill the deduction refers to, is, if carried in to taxation, properly taxable on the larger amount, that is, on the full bill without taking into account the deducted amount, even though the deduction be an absolute and in no sense a conditional one. In *Re Mackenzie* the bill in question gave the detailed items of the solicitors' charges and disbursements in relation to certain trust business in which they had been employed by the trustees, amounting in all to £44 2s. 8d. At the foot of the bill was added: "By allowance, £7 2s. 8d." It appears that that sum was allowed, or the greater part of it, as not being properly chargeable against the trust estate at all, being deducted in respect of the fact that some of the matters charged for in the bill were matters which in strictness ought to have been performed by the trustees themselves, and it therefore did not properly form part of the account to be charged against the

trust fund; but the deduction was made in a general form, and did not specify that it was for any particular items. The bill being carried in to taxation, the taxing master disallowed from the total of £44 2s. 8d. the sum of £10 19s. 4d., but gave the solicitors the costs of the taxation. In his certificate he stated that he "disallowed the sum of £10 19s. 4d.," but that he "treated the bill as one for £37, there being, in his opinion, no implied condition attached that £37 would only be accepted in case taxation was dispensed with," whereas there was such an implied condition in *Re Carthew*, which case he accordingly distinguished from the present case. He further stated that many of the charges which he disallowed were for work which the clients ought to have done, and also that there had been considerable friction between the trustees, the acting trustee having expressly instructed the solicitors to do the work for which the disallowed charges were made. The Chancellor of the County Palatine of Durham considered that, on the authority of *Re Carthew* and *Re Paull*, the bill must be regarded as one for £44 2s. 8d., and not as one for £37, and that therefore more than a sixth had been taxed off, but that the taxing master had certified "special circumstances," and the solicitors ought to have their costs. The Court of Appeal affirmed the decision of the Chancellor, saying that the bill was properly taxed on the £44 2s. 8d. (the bill must be an item bill, which it would not be if a lump sum was deducted, and it did not appear in respect of what items it was deducted), and that the facts fully justified him in arriving at the decision he did in the exercise of his discretion, and it would take a strong case to induce them to interfere with it; and they dismissed the appeal.

THE IMPORTANT question whether a right of appeal exists from interlocutory orders of county court judges, which has been several times considered in these columns, came before a divisional court of the Queen's Bench Division in the recent case of *Gilson v. Kilner* (reported in another column), when the court held that an appeal does now lie from an interlocutory order. In coming to this conclusion the learned judges followed the principle of *Jonas v. Long* (36 W. R. 315), considering that the words of the County Courts Acts, 1865 and 1888, were very similar on this point. They therefore differed from the judgment of the Probate Division in *The Cashmere* (38 W. R. 623), where it was held that "the words of the Act of 1888 apply to proceedings at the trial and to an appeal from the final judgment of the court below, and have no reference to interlocutory orders at all"; and they seem to have concurred in the argument that *The Cashmere* was a decision under the County Courts (Admiralty Jurisdiction) Act, 1868 (31 & 32 Vict. c. 71), and that, therefore, the question was whether section 120 of the County Courts Act, 1888, repealed or altered section 26 of the Act of 1868, and that as the court expressed their opinion to be that it did not, the observations quoted above must be treated as *obiter dicta*. Since the Act of 1888 the Queen's Bench Division have decided that they have the right to review interlocutory orders of county court judges in the following cases:—In *Dinger v. Matthews* (1889, 65 L. T. 748n.), from an order refusing a new trial; in *Carruthers v. Fisher* (1889, 24 L. J. N. C. 135), from an order refusing to allow the proceedings to be carried on against the executors of the defendant; in *Murtagh v. Barry* (1890, 24 Q. B. D. 632) and *How v. London and North-Western Railway Co.* (1891, 40 W. R. 44), from orders granting a new trial; and in *Pole v. Bright* (1891, 40 W. R. 96), from an order refusing a new trial. And in several cases the Queen's Bench Division have heard such an appeal, no objection having been raised: *Bryant v. North Metropolitan Tramways Co.* (6 Times L. R. 396), from an order granting a new trial; *Meek v. Witherington* (67 L. T. 122), from refusal to order a better answer to interrogatories; *Wilson v. Statham* (39 W. R. 686; 1891, 2 Q. B. 261), from refusal to review taxation of costs. The case of *How v. London and North-Western Railway Co.* went to the Court of Appeal (40 W. R. 292), who did not, however, expressly decide this point, as they held that it was an appeal from a decision on a question of fact, and did not therefore lie. We may point out that this virtually overrules *Murtagh v. Barry* (supra). And contra there are the observations in *The Cashmere* (quoted supra) and the remarks of CAVE, J., in *How v. London*



and *North-Western Railway Co.* The weight of authority is therefore strongly in favour of the right of appeal under consideration. However, we still venture to repeat what we have several times submitted in these columns, that section 120 is the only section that gives the right of appeal, and that it does not give a right of appeal from an interlocutory order by express words; that section 122 only confers powers on the High Court in cases where there is a right of appeal under section 120; and that a right of appeal cannot be given by mere implication, but must be conferred by express words, is a well-known rule of construction governing the interpretation of statutes.

It seems reasonable to suppose that the Conveyancing Act, 1881, when enacting that conveyances should, in certain cases, be deemed to contain specified words, was merely intended to shorten conveyances, and not to affect in any way the rights of parties under a contract in respect of the substance of the conveyance. In *Peck and the London School Board* (41 W. R. 388), however, a different view was urged upon the court. The school board, in the exercise of their compulsory powers, had given the vendor notice to treat for certain lands and premises "with the appurtenances," and, in settling the form of the conveyance, they insisted that they were entitled to the benefit of the general words implied by section 6 (2) of the Act, under which they would acquire all ways appertaining or reputed to appertain to the land, or at the time of the conveyance enjoyed therewith. The vendor had used in connection with the premises a way over adjoining land belonging to himself, and this would pass, therefore, under the general words, but it was doubtful whether it would pass under a grant of the land with the appurtenances actually belonging to it. "The common words, 'with all ways thereunto appertaining,'" said FRY, J., in *Bolton v. Bolton* (11 Ch. D. 968), "strictly and properly speaking, never carry a right of way over another tenement of the grantor; and for this simple reason: When a man who is owner of two fields walks over one to get to the other, that walking is attributable to the ownership of the land over which he is walking, and not necessarily to the ownership of the land to which he is walking." Since, then, the general words implied under the statute would probably carry more than the School Board were entitled to under the contract, CHITTY, J., held that the vendor was at liberty to have them limited, and was, in effect, bound to grant no more than would pass under the general words in the schedule to the Lands Clauses Consolidation Act, 1845, "together with all ways, rights, and appurtenances thereto belonging." The operation of section 6 is specially made dependent on the intention of the parties as expressed in the conveyance, and what is contained in the conveyance must be regulated, not by statutory forms, but by the substance of the contract.

WHAT CAN BE the hidden meaning of the following paragraph, which we find quoted in an evening paper from the *Weekly Sun*, describing a debate in the House of Commons in which the Solicitor-General took part?

"The popularity of Sir JOHN RIGBY will not be lessened by the fact that just as he stood up to speak there fell on the floor a palpable, black, thoroughly well-smoked briar-root pipe."

The writer can hardly mean that the severance of the Solicitor-General from his pipe, or the fact that the pipe was "palpable," instead of being impalpable (as we presume it is considered most pipes are) or that it was black and thoroughly well-smoked, will increase the popularity of the Solicitor-General. There are many most unpopular men whose pipes are palpable and black and well-smoked. The meaning, we think, must be that the fact of a law officer being reduced to a briar wood pipe, and an old and well-smoked, and presumably originally a very cheap, briar wood pipe, in place of the lordly cigar, is evidence of the privations to which these formerly affluent officials have been subjected by the changes insisted on by the London County Council, and that the cheerfulness with which Sir JOHN RIGBY endures these afflictions, the unblenched countenance with which he submits to be confined to private practice in the highest courts of appeal, and to give up all

private practice on trials by jury, commands the admiration of the House of Commons. We should, however, add that we do not think the present Solicitor-General needs any such adventitious aid to popularity. We have had to say some hard things about the changes as regards remuneration of the law officers, the effect of which has appeared particularly absurd in Sir JOHN RIGBY's case, but no one who knows the present Solicitor-General can entertain for him any feelings other than admiration or can doubt that he will win his way to liking as well as respect in the House of Commons.

OUR RECENT remarks as to the "oldest solicitor" have called forth some very interesting communications; one result of which has been to shew that we were wrong in pointing to Mr. WILLIAM WILLIAMS as the "father" of the London solicitors in practice. He was admitted in Trinity, 1839; but there is a member of a well-known firm of solicitors in the City who was admitted in Hilary, 1837, and has ever since continuously taken out his certificate; and, what is even more remarkable, has for upwards of fifty-six years carried on his practice at the same address, succeeding his father, who practised at that address from 1816 to 1852. That is certainly a most remarkable record; and we have not yet heard of any London solicitor, still taking out his certificate, who was admitted before this gentleman. But among London solicitors who have retired from practice we are permitted to mention an instance which runs the late Mr. ROBERT TUCKER, of Ashburton, very close. Mr. SHEFFIELD, sen., formerly of the firm of SHEFFIELD, SON, & POWELL, was admitted in the year 1824. He is close upon ninety-two years of age, but is, we are glad to learn, as vigorous mentally, and as free from defect of sight or hearing, as any man in the prime of life. Another instance has come to our knowledge of the head of a firm of City solicitors who retired two or three years ago, who was admitted in 1831, and whose mental faculties are still vigorous. The result, so far, is that there are City solicitors who surpass even Mr. WILLIAMS; now we want to know whether there is any practising solicitor west of Temple Bar who is his senior.

THERE APPEARS to be no reason why, in the case of the loss of public money through the failure of a bank, the burden should be thrown upon the treasurer, although, in the ordinary way, he is responsible for the amount. In *Colchester Union v. Moy* (ante, p. 388) the defendant was the honorary treasurer of the guardians of the union, and, in accordance with the practice before his appointment, and well known to the guardians, he kept the moneys collected for them at a local bank. Upon the failure of the bank a part of the balance then standing to the credit of the account was recovered, and the guardians sued the treasurer for the remainder. Upon the facts CHARLES, J., held that the account was really the guardians' account, and so the treasurer was not liable. But even assuming the account to be the treasurer's account, yet it appears (and upon this ground also CHARLES, J., based his decision) that the treasurer's position is analogous to that of a trustee, and that he is entitled to the benefit of the rules which protect trustees. Hence he is not liable for loss caused by his employment of agents when such employment has been in the ordinary course of business: *Speight v. Gaunt* (32 W. R. 435, 9 App. Cas. 1). The same result was arrived at by the Court of Exchequer in *Halifax Union v. Wheelwright* (23 W. R. 704, L. R. 10 Ex. 183), where CLEASBY, B., in delivering the judgment of the court, said: "It may also further be said that, if the account must be regarded as the account of the treasurer with the bank, still it was so kept by him by the plaintiffs' order, and they ought not to make a claim which he could not have enforced against the bank."

A DECISION of considerable importance to county court officers was given in the case of *In the Matter of the High Bailiff of the Brompton County Court of Middlesex* (reported elsewhere), which came before the Queen's Bench Divisional Court last week, on appeal from Judge STONOR. It was there held,

reversing the decision of the learned county court judge, that "acts of negligence" or "errors of judgment" or "innocent mistakes," do not constitute "misconduct" within the meaning of section 50 of the County Courts Act, 1888 (which, it may be mentioned, provides a remedy where any registrar, bailiff, or other officer of any county court shall be charged with "extortion" or "misconduct"), and that this enactment was only intended to apply to cases where there was some ill intent. In coming to this conclusion the court seemed to rely upon the recent case of *Lee v. Dangar* (1892, 2 Q. B. D. 337), where it was held that the penalty imposed by section 29 of the Sheriffs Act, 1887, upon any sheriff's officer who is guilty of any offence against the provisions of the Act can only be inflicted for the doing of an act in the nature of a criminal offence. Having regard to the very ambiguous language of section 50 of the County Courts Act, 1888, which renders its correct interpretation a matter of great difficulty, it is satisfactory to find that, in the case under discussion, leave to appeal was asked for and obtained.

A CORRESPONDENT inquires whether, when a married woman asks for payment to herself of a fund in court, she still has to be examined, and whether it makes any difference whether it is her separate estate or not. The answer is, that if the woman asks for payment of her separate estate to herself, she is not separately examined (*Re Crump*, 34 Beav. 570), and the same rule applies if she was married, or the title to the fund accrued, after the commencement of the Married Women's Property Act, 1882. The only case in which she must be separately examined on payment out of court is with regard to a fund in which her husband has a marital right, she having an equity to a settlement, and we are not aware of any alteration in the practice that as regards such a fund it will not be paid out either to her husband or to her on her separate receipt (which is considered as tantamount to payment to the husband) without her separate examination (*Gibbons v. Kibbey*, 10 W. R. 55). We should be surprised to learn that this old-established rule had been abrogated. The exceptions to it are rightly stated in the Annual Practice, 1893, p. 364. It should be added that in every case an affidavit of no settlement is required.

#### ON THE RECOVERY OF ANNUITIES.

"THERE is no doubt," it was observed in a recent case (*Re Nugent's Trusts*, 19 L. R. Ir. 140, at p. 148), "that the law as to the application of the Statute of Limitations to the case of annuities and arrears of annuities is a little confusing." It may be useful, therefore, to attempt to rid the subject of some of the difficulties which have been found to surround it. At the outset a distinction must be taken between annuities which are charged on land and those which are not so charged. This is the result of the definition clause (section 1) of the Real Property Limitation Act, 1833, by which the word "rent" is made to extend to "all annuities and periodical sums of money charged upon or payable out of any land," and hence proceedings for the recovery of annuities so charged are barred in twelve years under section 1 of the Real Property Limitation Act, 1874 (*Re Nugent's Trusts*, *supra*), the twelve years being reckoned from the date of the last payment, if the claimant has been in receipt of the annuity (*De Beauvoir v. Owen*, 5 Ex. 166), or, otherwise, from the date of the accrual of his title (*James v. Salter*, 3 Bing. N. C. 544). Since, however, annuities charged on land are thus classed as rent they are within the benefit of section 25 of the Act of 1833, and hence, when vested in a trustee upon an express trust, the statute does not commence to run until a conveyance to a purchaser for valuable consideration, and then only in favour of the purchaser; but the trustee, of course, may now be protected under the Trustee Act, 1888, s. 8. And it appears that section 25 operates, not only where the annuity itself is vested in trustees upon trust, but also where land is vested in trustees upon trust to pay the annuity out of the rents and profits (*Hughes v. Coles*, 27 Ch. D. 231). If there was no bar imposed upon the entire annuity as rent, it would become necessary to consider how it would be affected by the

bar of section 8 of the Act of 1874 to each separate instalment regarded as a sum of money charged upon land. But the annuity itself, as well as arrears of the annuity, being specially provided for, it appears that section 8 has no application (*Re Nugent's Trusts*, *supra*). This point does not seem to have been clearly perceived in *Hughes v. Coles* (*supra*).

Annuities charged upon land being thus within the definition of rent, there is no doubt that under section 42 of the Act of 1833 arrears of such an annuity can be recovered for six years only. That provides that no arrears of rent are to be recovered by any distress, action, or suit but within six years next after the same respectively shall have become due: *Francis v. Grover* (5 Haro, 39), *Ferguson v. Livingston* (9 Ir. Eq. R. 202). But a question arises as to the effect of section 10 of the Act of 1874. Formerly it was assumed that sections 40 and 42 of the Act of 1833 were both affected by section 25, so that an express trust saved the bar of the statute as to sums of money charged on land, and as to arrears of interest on sums so charged and arrears of rent: *Cunningham v. Foot* (3 App. Cas., at p. 983). The question chiefly litigated was, what constituted an express trust, and as to this it was ultimately decided that a devise subject to a charge was not sufficient for the purpose, but that there must be a trust actually created for the payment of the sum charged: *Jacquet v. Jacquet* (27 Beav. 332), *Dickenson v. Teasdale* (1 D. J. & S. 52). Then by the Act of 1874 it was intended to put an end to this state of the law, and to remove section 8 of that Act, which replaced section 40 of the Act of 1833, and to remove also section 42 of the latter Act from the influence of section 25. Hence section 10 provided that no proceedings should be brought to recover a sum of money charged upon land, and secured by an express trust, or to recover any arrears of rent or of interest in respect of a sum of money so charged and so secured, except within the time within which the same would be payable if there were not any such trust.

So far as concerns arrears of rent and of interest it would seem that this provision secures all that it was intended to secure if the limit of six years imposed by section 42 of the Act of 1833 is not allowed to be extended by reason of an express trust. But in *Hughes v. Coles* (*supra*) KAY, J., gave it a wider operation. There the title to an annuity charged on land and secured by an express trust first accrued in 1857. No payment in respect of the annuity was ever made, and no claim to it was advanced until 1884, when inquiries were being prosecuted as to the persons interested in the land under an order in a partition action. The chief clerk certified that the land was subject to the annuity, and this was not disputed, but a question was raised before KAY, J., as to the arrears. Prior to the Act of 1874 the whole of the arrears would have been recoverable (see, for example, *Cox v. Dolman*, 2 De G. M. & G. 592), and, as intimated above, the proper effect of section 10 of that Act was to avoid this result and restrict the amount to six years' arrears. KAY, J., however, argued that only such arrears could be recovered as would have been recoverable if there were no trust. But since upon this supposition there would for many years have been no annuity in existence, there would be no sums due within six years at all. Hence he held that, although the annuity was due for the future, no past instalments could be recovered. This construction of section 10 was questioned in *Dower v. Dower* (15 L. R. Ir. 264), and it seems clear that it is wrong. If it was correct, it would prevent an annuitant under such circumstances from recovering any instalment of the annuity a day after it had become due, and this involves an interference with the operation of section 25 in favour of the annuity itself. So long as the annuity is kept alive it must be competent for the annuitant to take the ordinary measures to recover the instalments as they fall due, although the fact that the annuity has been kept alive by a trust does not now extend the period of six years for the recovery of arrears.

Annuities not charged on land are not rent within the meaning of the Real Property Limitation Acts, but where they are created by will they are in general to be regarded as legacies: *Duke of Bolton v. Williams* (2 Ves. jun. 216), *Sibley v. Perry* (7 Ves., at p. 534); and hence may fall within section 8 of the Act of 1874, which, in accordance with the decisions on section 40 of the Act of 1833, imposes a bar on all legacies alike, whether charged upon land or not: *Sheppard v. Duke* (9



Sim. 567), *Bullock v. Downes* (9 H. L. Cas., at p. 14). That section, however, although it may well bar the successive instalments of the annuity considered as separate legacies, does not seem to bar the annuity as a whole. Lord St. LEONARDS, indeed, seems to have been of a contrary opinion, and to have considered that section 40 of the Act of 1833 operated as a bar to the annuity. But since time under the section runs only from the moment when there is a present right to receive the legacy, it can only run apparently against the right to receive particular instalments. Hence in *Dover v. Dover* (*supra*) it was held by PORTER, M.R., that successive instalments might be barred, but not the annuity itself: "The statutory period commences with each gale with the time at which it is payable, and I find nothing in the enactments to put an end to the annuity; nor is there anything unreasonable in holding that a man may by twelve years' neglect lose a gale of his annuity without thereby forfeiting his annuity itself."

And this opinion appears to be in accordance with the general frame of the Acts. As to annuities charged on land, as we have seen, they are dealt with as rent; hence section 40 of the Act of 1833 and section 8 of the Act of 1874 do not, so far as concerns sums of money charged on land, require to deal with annuities. They are not, therefore, drafted with a view to them. Neither, too, when the sections go on to include legacies, is the case of an annuity any more in contemplation. If it had occurred to the framers of the Act of 1833 they would doubtless have extended the definition of "rent" so as to meet it, but this they failed to do, and the framers of the Act of 1874 did not take the trouble to supply any of their omissions. Under the circumstances it seems clear that the Acts provide no bar to annuities as such, other than annuities charged on land, and that section 8 of the Act of 1874 can only operate, as was held in *Dover v. Dover* (*supra*), on the separate instalments. This is in accordance with the dictum in *Edwards v. Warden* (L. R. 9 Ch., at p. 505) that an annuity is in substance "a claim to a sum of money payable *de anno in annum*," and accordingly, as was there held, the annuity itself remains in existence, although under the Limitation Act, 1623, only six years' arrears may be recoverable.

It follows from what is said above that section 42 of the Act of 1833 has no application to the arrears of annuities secured only on personal estate. Lord St. LEONARDS, who, as already stated, thought that the entire annuity could be barred as a legacy under section 40, thought further that the arrears might be treated as interest on the annuity, and so be barred in six years, under section 42. But this is not a legitimate meaning of interest: *Dover v. Dover* (*supra*); and both in *Rock v. Callen* (6 Hare, 531) and *Re Ashwell's Will* (1 Johns. 112) it was held that arrears of an annuity not charged on real estate were not within that section. In practice section 8 of the Act of 1874, while it leaves the annuity itself untouched, prevents the recovery of more than eleven years' arrears.

## RECENT DECISIONS AFFECTING COMPANY DRAFTING.

### I.

We propose to call attention to a few of the very recent decisions which alter or affect the forms in common use in drafting instruments in connection with companies registered under the Companies Acts, 1862 to 1890, which have been decided since the date of the most recent editions of the well-known books of company precedents.

Having regard to the decision of STIRLING, J., and the Court of Appeal in *Isaac's case* (40 W. R. 362; 1892, 2 Ch. 158) the ordinary clause in the articles as to the qualification of directors should run somewhat as follows:—"The qualification of a director shall be the holding in his own right of shares or stock of the company of the nominal value of £ . . . . A first director may act before acquiring his qualification, but shall in any case acquire the same within one month from his appointment, and unless he shall do so he shall be deemed to have agreed to take the said shares from the company, and the same shall be forthwith allotted to him accordingly." It is to the last sentence in this clause we wish particularly to draw attention here.

Sir H. ISAACS, whose qualification shares were in question, signed the memorandum and articles for one share only, the liability to pay which he did not dispute, was appointed one of the first directors, and acted as such for more than a year, but he never applied for any shares, nor were any ever allotted to him, and he was never registered as a member. The court, however, held that he had agreed with the company to take the qualification shares, and that he was liable to be settled on the list of contributories in respect of the same. LINDLEY, L.J., said in giving judgment: "The articles are peculiar, and at last we have got a form which will suffice to fix directors who act without qualification. I never saw any like them before, though it has occurred to me that they might be so framed." BOWEN, L.J., said: "It seems to me, whether you put it as a case of an agreement created by reason of his signature to the articles of association, or whether you put it—as I think I myself should put it—as an implied contract arising out of his position as a director of the company, coupled with the articles which he has accepted, or whether you put it as a plea of estoppel, the inference is equally clear. In this case I am happy to say that justice is at last done as between creditors and directors by an article of this sort." KAY, L.J., said that he was not sorry to see that at last we had a form of article which obliged gentlemen who took the position of directors to accept also that obligation which other articles had in an imperfect way attempted to oblige them to accept—namely, to take a qualification of shares, or act as if they had taken them.

Cases often arise of petitions for winding up, presented by unsecured creditors, alleging the insolvency of the company, and that the assets and property are claimed by debenture-holders. Before 1890 the courts held that if there was nothing to be got by a winding-up order the petition ought to be dismissed. It was, therefore, always necessary in the case of an unpaid creditor by simple contract, where the assets were said to be exhausted by debenture-holders, to allege in the petition that if the debentures were properly realized there would be something to come to the petitioner. The rule is stated in *Re Chapel House Colliery Co.* (31 W. R. 933, 24 Ch. D. 259) to be that, although as a general rule an unpaid creditor of a company which cannot pay its debts is entitled to a winding-up order, that order will not be made when it is shewn that the petitioning creditor cannot gain anything by a winding-up order, and *a fortiori* it will not be made in those circumstances if the other creditors oppose it. VAUGHAN WILLIAMS, J., has now held, in *Re Krasnapolsky Restaurant, &c., Co.* (40 W. R. 639; 1892, 3 Ch. 174), that, since the Companies (Winding-up) Act, 1890, if it is shewn that an investigation into the affairs of a company on the issue of the debentures or shares ought to be made, such investigation being in itself an advantage to the unsecured creditors of the company, a sufficient case is thereby shewn for the making of a winding-up order on a creditor's petition. The learned judge said, in that case, that the unsecured creditors are the persons who have the greatest interest in such an investigation being made, and that it was in their interest that the Companies (Winding-up) Act, 1890, was passed. This decision seems to go rather far, but as long as it stands it is of considerable importance in the drafting of many petitions for winding up.

The Duke of York, who is a bencher of the Honourable Society of Lincoln's-inn, has signified his intention of dining with his fellow-benchers on Tuesday, the 6th of June, which has been fixed upon as "Grand Day" of Trinity Term at that inn.

The Lord Chancellor presided over a meeting of the judges at the Royal Courts of Justice at 3 o'clock on Wednesday, consisting of the Lords Justices of Appeal, and the judges of the Queen's Bench, Chancery, and Probate and Admiralty Divisions, when the Lord Chancellor's scheme for improving the existing circuit arrangements was the principal subject under discussion. One of the main objects of the scheme, it is understood, provides that not less than seven or eight of the Queen's Bench judges shall remain constantly in town during the circuits, in order that the business in that division may thus be carried on at that time and not practically suspended, as is frequently the case under existing arrangements. It is also stated that, as the lists in the Appeal Courts are very light at present, three of the Lords Justices will go on circuit in turn and thereby relieve a similar number of the Queen's Bench judges from that duty. The meeting, which was of a strictly private character, lasted until about half-past 4 o'clock.

## LEGISLATION IN PROGRESS.

**EMPLOYERS' LIABILITY.**—The House of Commons Standing Committee on Law have commenced the consideration of the Employers' Liability Bill. Clause 1 (1), as proposed in the Bill, provides that "where, after the commencement of this Act, personal injury is caused to a workman by reason of the negligence of any person in the service of the workman's employer, the workman, or, in case of death, his representatives, shall have the same right to compensation and remedies against the employer as if the workman had not been a workman of nor in the service of the employer, nor engaged in his work." Clause 6 provides a definition of "workman," excluding domestic or menial servants, but including persons engaged in manual labour, railway servants, persons employed in or about public conveyances, and seamen. On the consideration of clause 1 (1) Mr. LITTLE moved to substitute the word "servant" for "workman," with the object of giving shopmen the benefit of the Act. Mr. HALDANE suggested that instead of adopting the amendment, which might abolish certain rights at common law to recover compensation for personal injury, the Committee should enlarge the scope of clause 6, with the object of achieving the result desired by the mover of the amendment. Sir J. GORST took the same view, being in favour of the inclusion of domestic servants, clerks, shopmen, and others in like employment. Mr. ASQUITH offered to include domestic and all menial servants under clause 6, and if a case could be made out on behalf of other classes referred to he would willingly consider it. Mr. LITTLE said he would have to press the amendment unless the Home Secretary was prepared to include shopmen under the Bill. Ultimately it was agreed to employ in the amendment both the word "workman" and the word "servant," but on a division the amendment, as thus altered, was rejected by 18 to 14. Mr. HUNTER moved an amendment, the object of which was to provide a fixed scale of compensation applicable to all cases except those arising from the wilful negligence of the persons injured. Mr. ASQUITH contended that there was no evidence of any demand for such a system of universal liability, and as the scheme of the hon. member would inflict great hardship both on employers and employed, he opposed it. There were cases in which workmen would receive less under the scale suggested by the hon. member than under the Bill. He did not put away all possibility of a scheme of national insurance being established, perhaps very soon, but at present it would be imprudent to force such a scheme in connection with the Bill. Sir A. ROLLIT opposed the amendment on the ground that it would perpetuate one of the evils of the existing law—namely, the limitation of damages. When a scheme of general insurance came it would have to come in the form of a national proposal, and not as one of class taxation. The committee divided, and the amendment was negatived by 29 to 5. Mr. HUNTER moved to add as a ground for compensation "any defect in the condition of the ways, works, machinery, or plant connected with or used in connection with the business of the employer." Mr. ASQUITH opposed the amendment because it would compel the employer to warrant the safe condition of his machinery by making him responsible for all latent defects. After further discussion the amendment was by leave withdrawn. Mr. BOUSFIELD moved the insertion of the following sub-section: "(2) Where, after the commencement of this Act, in any employment injurious to health, in which the risk of injury to health can be mitigated or removed by the use of reasonable precautions, the death or temporary or permanent disablement of a workman is caused by the neglect of such reasonable precautions, the workman or, in case of death, his representatives shall have the same right to compensation and remedies against the employer as in other cases of personal injury due to negligence." Mr. ASQUITH accepted the principle of the amendment, but thought the law on the point was already so clear as to render any change unnecessary. He promised, however, to consider the question, and the amendment was then withdrawn. Mr. WOOD moved to add the following sub-section to the clause: "(2) In any action brought under this Act for the recovery of compensation for injury, it shall not be a defence that the workman undertook the risk of such injury, and any agreement by the workman to bear such risk shall be void." The SOLICITOR-GENERAL opposed the amendment as being hostile to the principle of the Bill. The amendment was withdrawn, Mr. ASQUITH intimating that he intended to move the omission of the second sub-section of the clause, which was as follows: "(2) Provided that a workman or his representatives shall not be entitled under this Act to any right of compensation or remedy against the workman's employer in any case where the workman knew of the negligence which caused his injury, and failed without reasonable excuse to give or cause to be given within a reasonable time information thereof to his employer, or to some person superior to himself in the service of his employer."

**BILLS PASSED INTO LAW.**—On the 12th inst. the Royal Assent was given to the Customs and Inland Revenue, Local Authorities Loans (Scotland) Act (1891) Amendment, Police Disabilities Removal, Post Office (Acquisition of Sites) Bills, and to several private Bills.

## REVIEWS.

## MAGISTERIAL FORMULIST.

**ONE'S MAGISTERIAL FORMULIST.** BEING A COMPLETE COLLECTION OF FORMS AND PRECEDENTS FOR PRACTICAL USE IN ALL CASES OUT OF QUARTER SESSIONS AND IN PAROCIAL MATTERS, BY MAGISTRATES, THEIR CLERKS, SOLICITORS, AND CONSTABLES. SEVENTH EDITION. By HARRY LUSHINGTON STEPHEN, LL.B., Barrister-at-Law. Butterworths.

It is rarely that a book of precedents diminishes in bulk in a new issue, but Mr. Stephen has effected an important reduction in the size of this edition. Apart from the conciseness of the official forms provided by the schedule to the Summary Jurisdiction Rules of 1886, which enables the forms modelled on them also to be shortened, the chief cause of this reduction is the omission of the groups of forms relating to turnpike roads, shipping, and revenue, and for this omission Mr. Stephen adduces good reasons. Turnpike roads are practically obsolete, and, as regards shipping, excise, and customs, offences under those heads are either prosecuted by officials who provide forms or from whom advice as to forms can be procured. We are more doubtful about the abandonment of the attempt made in the last edition to provide a form for every summary conviction. It is, no doubt, difficult to keep up with the additions continually made by the Legislature to offences triable summarily, but one important merit of such a work as this is certainly that the justices' clerk can rely upon finding any form he may want in a hurry. We think that in the next edition it will be well to reconsider the practice in this respect adopted in the present edition; and some additional care in correcting the proofs will be desirable; the Hares Preservation Act of last session is referred to at page 144 as 52 Vict., and we have come across a few misprints. There is a very full index.

## BOOKS RECEIVED.

The Law of Corporations and Companies. A Treatise on the Doctrine of *Ultra Vires*. Being an Investigation of the Principles which Limit the Capacities, Powers, and Liabilities of Corporations, and more especially of Joint-stock Companies. By SEWARD BRICE, M.A., LL.D., Q.C. Third Edition. Stevens & Haynes.

The Bankruptcy Acts, 1883 to 1890, with Rules, Forms, Scales of Costs, Fees, and Percentages, Board of Trade and Court Orders; and the Debtors Act, 1869, Deeds of Arrangement Act, 1887, &c., and a Commentary Thereon. By His Honour Judge CHALMERS and E. HOUGH, Inspector in Bankruptcy, Board of Trade. Reissue of Third Edition, with Appendix. Waterlow & Sons (Limited).

Chapters on the Law Relating to the Colonies. To which are appended Topical Indexes of Cases Decided in the Privy Council on Appeal from the Colonies, Channel Islands, and the Isle of Man; and of Cases Relating to the Colonies Decided in the English Courts otherwise than on Appeal from the Colonies. By CHARLES JAMES TARRING, M.A., Assistant-Judge of H.B.M. Supreme Consular Court, Constantinople. Second Edition, enlarged. Stevens & Haynes.

Forensic Medicine and Toxicology. By J. DIXON MANN, M.D., F.R.C.P. Charles Griffin & Co. (Limited).

A Concise Treatise on the Law of Mortgage. By W. F. BEDDOES, Barrister-at-Law. Stevens & Sons (Limited).

## CORRESPONDENCE.

## WINDING-UP BUSINESS.

[To the Editor of the Solicitors' Journal.]

Sir,—I write to draw your attention to the extremely inconvenient and unbusinesslike way in which the winding-up business before Mr. Justice Vaughan Williams is arranged. To-day there were no less than thirty-five petitions and other matters for hearing before his lordship, and they were appointed to be heard in one of the smallest courts in the Royal Courts of Justice. The consequence was that the court was crammed to suffocation, that the doors were kept wide open by the crowd, and that it was utterly impossible to get into the court to find, and to communicate with, any particular person inside, or to hear what was being done. If the authorities think that it is expedient to have such an enormous list for one judge to dispose of they might surely arrange for his lordship to sit in the largest court in the building.

I will also take advantage of this opportunity of drawing your attention to the inconvenience of the rule which gives a person intending to take part in the hearing of a petition liberty to defer giving notice of his intention so to do up to six o'clock in the evening on the day previous to the day fixed for the hearing of such petition.



Surely, as the petition has to be advertised seven clear days before the hearing, any person intending to intervene might be bound to give at least one clear day's notice. In my own experience I have known such a notice to be served as the clock was striking six on the day before, and it is difficult, if not impossible, to do anything that may be necessary in such a case between such a late hour and half-past ten the next morning.

May 17th.

SUBSCRIBER.

#### EXAMINATION OF MARRIED WOMEN IN CHANCERY.

[To the Editor of the Solicitors' Journal.]

Sir,—In a case that recently came before Vice-Chancellor Robinson at Liverpool, counsel suggested that a married woman to whom a share was payable, and who wanted it paid to her on her sole receipt, should be examined by the judge separately, apart from her husband, as to whether she consented to such payment. It was stated, however, that according to the present practice it was not necessary to take the examination if the payment was to be made to the wife, and the Vice-Chancellor, after consulting the registrar, upheld this view. It did not transpire whether in this case it was the lady's separate estate or not.

This would hardly appear to be the practice, according to the old rules as laid down in Daniell's Chancery Practice or in the present edition of the Annual Practice, but possibly the practice may have been altered. Perhaps you, sir, or some of your readers, may be able to give some information as to what is the present practice in the High Court on the subject, and whether, when a married lady asks for payment to herself, she still has to be examined, and whether it makes any difference whether it is her separate estate or not.

Liverpool.

ARTHUR S. MATHER.

#### CASES OF THE WEEK.

##### Court of Appeal.

SHAW v. RECKITT—No. 1, 16th May.

PRACTICE—APPEAL—PARLIAMENTARY ELECTION PETITION—AMENDMENT OF—JURISDICTION OF JUDGE—QUESTION OF LAW—JURISDICTION OF COURT OF APPEAL—JUDICATURE ACT, 1881 (44 & 45 VICT. c. 68), s. 14—CORRUPT AND ILLEGAL PRACTICES PREVENTION ACT, 1883 (46 & 47 VICT. c. 51), s. 40, SUB-SECTION 2.

Appeal from the Queen's Bench Division (Hawkins and Cave, JJ.) rescinding an order of Grantham, J., at chambers, under section 40, sub-section 2, of the Corrupt and Illegal Practices Prevention Act, 1883, giving the petitioner leave to amend the petition presented by him questioning the return of the respondent to Parliament by adding certain charges arising out of the return of election expenses. Grantham, J., who was not on the rota of judges for the trial of election petitions, made the order *ex parte*. Hawkins and Cave, JJ., who were both on the rota, held that Grantham, J., not being on the rota, had no jurisdiction to make the order, and, further, that the order ought not to have been made *ex parte*, and accordingly rescinded it, refusing leave to appeal. The petitioner appealed, and a preliminary objection was taken that no appeal lay. By section 14 of the Judicature Act, 1881, "the jurisdiction of the High Court of Justice to decide questions of law, upon appeal or otherwise, under . . . the Parliamentary Elections Act, 1868, . . . or any Act amending the same, shall henceforth be final and conclusive, unless in any case it shall seem fit to the said High Court to give special leave to appeal therefrom to her Majesty's Court of Appeal, whose decision in such case shall be final and conclusive."

THE COURT (LORD ESHER, M.R., LOPES and A. L. SMITH, L.JJ.), after taking time to consider, allowed the preliminary objection, and dismissed the appeal. They said that the present appeal was upon a question of law—namely, whether Grantham, J., who was not on the rota of judges for the trial of election petitions, had any jurisdiction to make the order giving leave to amend the petition—inasmuch as it depended upon the construction of certain Acts of Parliament. Section 14 of the Judicature Act, 1881, in its ordinary meaning would prevent an appeal in such a case without leave. It was said, however, that the words "questions of law" in section 14 must be construed with a limited meaning as referring to questions of law dealt with in the Parliamentary Elections Act, 1868, such as a special case stated before the trial under section 11, sub-section 16, and a question of law reserved at the trial under section 12; and that this interlocutory question as to the power to amend a petition did not come within section 14. Section 14, however, embraced questions of law arising not only under the Parliamentary Elections Act, 1868, but also under "any Act amending the same." The Corrupt and Illegal Practices Prevention Act, 1883, was an Act amending the Parliamentary Elections Act, 1868, and the present question of law, therefore, came within section 14. No appeal, therefore, lay without leave.—COUNSEL, Bigham, Q.C., W. Graham, and Coward; Pope, Q.C., and S. H. Day. SOLICITORS, H. Chatterton; Day, Russell, & Co.

[Reported by W. F. BARRY, Barrister-at-Law.]

FERRAND v. HALLAS LAND AND BUILDING CO.—No. 1, 16th May.

LOCAL GOVERNMENT ACTS—SEWERS—VESTING IN LOCAL AUTHORITY—MADE

FOR THE "PROFIT" OF THE MAKER—LIABILITY FOR POLLUTION OF STREAM—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), s. 13—RIVERS POLLUTION ACT, 1876 (39 & 40 VICT. c. 75), PART II., s. 3.

This case raised an important question as to what constitutes a sewer made for the profit of the maker within the meaning of the exception in section 13 of the Public Health Act, 1875 (38 & 39 VICT. c. 55). That section provides that all existing and future sewers within the district of a local authority, together with all buildings, &c., except (1) sewers made by any person for his own profit, or by any company for the profit of the shareholders, . . . shall vest in and be under the control of such local authority. The defendants were the owners of land near a stream, upon which they built sixty-nine workmen's cottages. Before so doing they laid plans of a proposed system of drainage before the local authority, and these plans, the Court of Appeal held, in point of fact, shewed that the drainage was to be carried into the stream, and were approved by the authority. The drains, consisting of a number of house drains emptying into a sewer, which in turn discharged into the river, were then laid by the defendants. They were not used for any purpose but that of ordinary house drainage. The plaintiff, who was a landed proprietor lower down the stream, afterwards brought an action against the defendants for polluting the stream contrary to the provisions of the Rivers Pollution Act, 1876 (39 & 40 VICT. c. 75), s. 3, Part II., which provides in effect that any person who causes sewage to flow into a stream shall be guilty of an offence against the Act, provided, however, that the section should not apply to the emptying of sewage along a drain communicating with a sewer under the control of a sanitary authority with the approval of the authority. The plaintiff also alleged that the defendants were liable at common law. The judge at the trial at Leeds Assizes gave judgment for the plaintiff, and granted a perpetual injunction against the defendants. The defendants appealed. Counsel for the appellants relied on *Bonalla v. Twickenham Local Board* (35 W. R. 578, 36 W. R. 50, 18 Q. B. D. 577, 20 Q. B. D. 63), and contended that the defendants were within the exemption under the Public Health Act, as (1) the sewers had been approved by the local authority, and (2) they were not made for the "profit" of the defendants within the meaning of the section. Counsel for the respondent contended that, the value of the houses and property being enhanced by the existence of the drains, they must be taken to have been made for the "profit" of the defendants.

THE COURT (LORD ESHER, M.R., and LOPES and A. L. SMITH, L.JJ.) allowed the appeal.

LORD ESHER, M.R., in giving judgment, said that it must be taken on the facts that the plans of the drains shewed a connection with the stream, and that they were approved by the local authority. Under the Public Health Act a "drain" was a communication with a sewer for the purpose of draining one house only, and a sewer included every drain to which the above definition of drain did not apply. The main drain laid by the defendants was therefore a "sewer," and the question of law was whether it was made for the profit of the defendants. It was contended that it was because it would enhance the letting and selling value of the houses. Assuming that was so, however, was that the kind of "profit" contemplated by the Act? If the contention of the respondents were right every house in the kingdom would be within the exception, and would be outside the control of the local authority, who might then, if they chose, compel the owner to relay an entirely fresh sewer alongside the other. That would reduce the Act to nonsense, and he was therefore of opinion that this sewer was not made for the "profit" of the defendants or their shareholders. The moment the sewage got into the sewer, therefore, it came under the control of the local authority, and no injunction ought to be granted against the defendants, and the appeal must be allowed.

LOPES, L.J., delivered a written judgment to the like effect, pointing out that the exception in the Public Health Act applied to a sewer made, not for the mere purpose of drainage, but for profit above and beyond, and independently of that purpose, such, for instance, as one made for the disposal of sewage at a profit, or for purposes of irrigation.

A. L. SMITH, L.J., also delivered a written judgment, concurring with the rest of the court.—COUNSEL, Forbes, Q.C., and C. M. Atkinson; E. Tindal Atkinson, Q.C., and J. E. Kershaw. SOLICITORS, Robinson, Scott, & Holmes, Bradford; Brook, Freeman, & Batley.

[Reported by J. P. MELLOR, Barrister-at-Law.]

RAPIER v. LONDON TRAMWAYS CO.—No. 2, 16th May.

TRAMWAY COMPANY—NUISANCE—SMELL ARISING FROM STABLES—STATUTORY POWERS—INJUNCTION.

Appeal by the defendant company from the decision of Kekewich, J. The plaintiff was the owner of a house and garden in Tooting Park-road. The defendant company was a limited company formed under the Companies Act, 1862; and by a private Act (The London Tramways Various Powers Act, 1888) the defendant company took over the tramways and undertakings of two older companies, and by section 4 of that Act the defendant company were empowered to lay down, make, and maintain two short additional lines of tramway, according to deposited plans, "with all proper rails, plates, works, and conveniences connected therewith"; but neither this nor any other Act of Parliament gave the defendant company any statutory power to take or acquire land. The defendant company bought a piece of land of 5½ acres near the plaintiff's premises, and erected thereon a large block of stables, sufficient to accommodate 300 horses, and in which 200 were, in fact, stabled. The plaintiff brought an action for an injunction to restrain the defendant company from using the stables in such a manner as to cause a nuisance by smell or otherwise. Kekewich, J., at the trial of the action held that the evidence clearly established the existence of a nuisance caused by the smell arising from the stables, and that the defendant company having no statutory

power to purchase land or to construct stables, had no statutory power given them to create the nuisance complained of and proved to exist; and accordingly he granted the injunction against the defendant company. The defendant company appealed.

THE COURT (LINDLEY, BOWEN, and KAY, L.JJ.) dismissed the appeal. LINDLEY, L.J., said that the case was important not only to the parties concerned, but also from a public point of view. The purchase of the plot of land and the erection thereon by the defendant company of the extensive block of stables, in which 200 horses were, in fact, stabled, was a perfectly lawful proceeding on the part of the defendant company, provided they had carried it out in such a way as not to create a nuisance. The Act of Parliament proceeded on the assumption of—rather than expressly authorized—the user by the defendant company of animal power for its tramways, and therefore it assumed that the defendant company would require both horses and stables. His lordship agreed that it was for the directors of the defendant company—within certain limits—to say where they would have their stables and what stabling accommodation they would have. But the question was, what were the limits? Did the Act empower the directors to do what they thought reasonable and proper with respect to stabling, provided they took reasonable care not to commit a nuisance; or was the limitation this—viz., that the directors should not in fact commit a nuisance? Unless the Act itself was so worded as to limit the directors' duties in the former way, the common law doctrine applied—viz., that the directors should not in fact commit a nuisance. His lordship could not find any clause in the Act of Parliament setting as the limit the taking of reasonable care not to commit a nuisance. The common law limit, therefore, applied, which was that a nuisance should not in fact be committed. This was the law applicable to the case, and it was the law laid down by the House of Lords in *Metropolitan Asylum District v. Hill* (6 App. Cas. 193) and *Truman v. London, Brighton, and South Coast Railway Co.* (11 App. Cas. 45, 53). The nuisance complained of was the smell from the large block of stables. It was a question of degree. The test was whether the smell was so bad as to seriously interfere with the rational enjoyment and reasonable comfort of the plaintiff's premises. Whilst making allowance for exaggeration in the evidence on both sides, his lordship came to the conclusion that the evidence established that before the stables were built the smells did not exist; and that the smells now existing constituted a nuisance for which the defendant company was liable.

BOWEN and KAY, L.JJ., concurred.—COUNSEL, Willis, Q.C., Renshaw, Q.C., and J. H. Gregson; Finlay, Q.C.; Warmington, Q.C., and P. S. Stokes. SOLICITORS, J. O. Jacobs; Woodard & Hood.

[Reported by M. J. BLAKE, Barrister-at-Law.]

#### JONES v. CONWAY AND COLWYN BAY JOINT WATER SUPPLY BOARD—No. 2, 16th May.

LOCAL GOVERNMENT—WATER SUPPLY—ENTRY ON LAND WITHOUT DISTRICT—CONSENT OF ADJOINING LOCAL AUTHORITY—NOTICE TO LANDOWNER—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), ss. 16, 32, 54, 285.

Appeal by the defendant board from the decision of North, J., reported *ante*, p. 440. By a provisional order of the Board of Trade, duly confirmed by Act of Parliament in 1891, the defendant board was constituted, having a united district which comprised, but was not co-extensive with, three sanitary districts, the object being to procure a common supply of water for the constituent districts. The plaintiff was the owner of land situate outside the joint district of the defendant board, but within the district of one of the three constituent sanitary local boards. The defendant board had given notice in writing to the plaintiff, under section 16 of the Public Health Act, 1875, of their intention to carry water mains through his land, and had obtained the consent of the local authority in whose district the plaintiff's land was, in fact, situate, under section 285 of the same Act to do the work; but the defendant board had not given the three months' notice by advertisement required by section 32 of that Act. The plaintiff brought an action for an injunction to restrain the defendant board from entering upon his land for the purpose of laying the water mains. North, J., held that the defendant board was the local authority supplying water within the meaning of section 54 of the Public Health Act, 1875, although it had not yet actually supplied any water; but that the consent of the local authority of the adjoining district, which had been obtained by the defendant board under section 285, did not relieve the defendant board of the necessity of complying with the express provisions of section 32, and he accordingly granted the injunction asked for by the plaintiff. Section 54 of the Public Health Act, 1875, enacts that a local authority supplying water within their district shall have the same powers and be subject to the same restrictions for carrying water mains within or without their district as they have and are subject to for carrying sewers within or without their district respectively by the law for the time being in force. Section 16 enacts that any local authority may carry any sewer, after giving reasonable notice in writing to the owner or occupier, into, through, or under any lands whatsoever within their district; and may also (subject to the provisions of this Act relating to sewage works without the district of the local authority) exercise all or any of the powers given by this section, without their district, for the purpose of outfall or distribution of sewage. Section 32 enacts that a local authority shall, three months at least before commencing the construction or extension of any sewer or other work for sewage purposes without their district, give notice of the intended work by advertisement in one or more of the local newspapers circulating in the district where the work is to be made; and a copy of such notice shall be served on the owners, lessees, and occupiers of the lands through, across, under, or on which the work was to be made. Section 285 enacts that any local authority may with the consent of the

local authority of any adjoining district execute and do in such adjoining district all or any of such works and things as they may execute and do within their own district, and on such terms as to payment and otherwise as may be agreed on between them and the local authority of the adjoining district; moreover, two or more local authorities may combine together for the purpose of executing and maintaining any works that may be for the benefit of their respective districts or any part thereof. The defendant board appealed from the order of North, J., in so far as it granted an injunction against them, and contended that the defendant board, being a joint board, had the alternative with regard to works outside its district of proceeding under section 32 or of obtaining the consent under section 285 of the adjoining local authority (in whose district the plaintiff's land was situate) and then proceeding under section 16, without regard to the provisions of section 32.

THE COURT (LINDLEY, BOWEN, and KAY, L.JJ.), without calling on the plaintiff, dismissed the appeal.

LINDLEY, L.J., said that the united district of the defendant board was not continuous or co-extensive with the districts of the three constituent local bodies, and that the plaintiff's land was outside the district of the united board. Section 285 provided that the board of a united district might, with the consent of the board of the adjoining district, execute and do in such adjoining district all such works and things as they might execute and do within their own district. But how? and on what terms? The words of that section, "and on such terms as to payment and otherwise as may be agreed on between them and the local authority of the adjoining district," showed that the section had reference only to what was to be done between the united board and the adjoining local authority, and that it did not apply to what was to be done by the united board in respect of individuals and private landowners. In that respect the requirements of sections 32-34 still had to be complied with by the united board; and the defendant board had not complied with those requirements. The appeal should therefore be dismissed.

BOWEN and KAY, L.JJ., concurred.—COUNSEL, Byrne, Q.C., and Ashton Cross; Farwell, Q.C., and Pattullo. SOLICITORS, Cunliffe & Davenport, for Jones & Porter, Conway; Bell, Brodrick, & Gray.

[Reported by M. J. BLAKE, Barrister-at-Law.]

#### High Court—Chancery Division.

#### HUNTLEY & PALMERS v. THE READING BISCUIT CO. (LIM)—Chitty, J., 12th May.

##### INJUNCTION—FRAUDULENT USE OF NAMES—"READING BISCUITS."

This was a motion for an injunction to restrain the defendant company from carrying on the business of biscuit manufacturers or bakers under the above title or under any other title so as to represent that their business was the business of the plaintiffs, or from selling any biscuits or other confectionery, not of the plaintiffs' manufacture, under the designation of Reading biscuits, or otherwise so as to induce the belief that the same were the manufacture of the plaintiffs. It appeared that in 1885 one Meaby, who had been for some years in business in Reading as a baker and confectioner, purchased for about £2,000 another similar business in Reading belonging to one Shepherd, and with a partner continued to carry on these businesses, together with the preparation of a special meal from wheat known as "triticumina." In October, 1891, the partnership business was transformed into a company under the title of "Meaby's Triticumina Co. (Limited)." In January, 1893, the Reading Biscuit Co. was incorporated under the same directorate as Meaby's Triticumina Co., and the prospectus of the new company contained a statement that its directors felt that, with the increasing business of Meaby's Triticumina Co., and the reputation of the town of Reading in the biscuit trade, they had exceptional facilities for carrying on a successful biscuit business. The plaintiffs produced evidence showing that the only reputation of the town of Reading in the biscuit trade had been acquired by, and was in connection with, the trade of the plaintiffs' firm, and no one else, they having carried on that trade at Reading for upwards of fifty years, and employing there at present some 4,000 or 5,000 persons, and their biscuits being known on the market as Reading biscuits. The defendants disclaimed any intention of having adopted the name of Reading Biscuit Co. with the view of affecting the plaintiffs' business or of misleading persons; and they submitted that they were entitled to use the name of the town of Reading, where they were, in fact, carrying on their business.

CHITTY, J., said that the injunction was asked for in the form of *Montgomery v. Thompson* (1891, A. C. 217, 39 W. R. Dig. 235), the "Stone Ales" case. The plaintiffs had a world-wide reputation, and their business was of corresponding extent. Their case was that the defendants had taken the name for the purpose of withdrawing part of the trade which the plaintiffs had built up by their industry and skill. The defendants were only incorporated in January last, and had not yet started business. They had issued a prospectus, but had not appealed to the public with much success. In these cases it was important to trace the origin of the name. No satisfactory reason had been given for the peculiar name taken by the defendants. Why should not "Meaby's" have been thought as good a name for the biscuits as for the meal company? His lordship was not satisfied that the name was not adopted for the sake of acquiring some of the plaintiffs' trade. It was proved that it was the plaintiffs' biscuits which were known in the market as Reading biscuits, though they might also be known as Huntley & Palmers'; and the plaintiffs had various trade-marks, including the name Reading, but the motion was not founded on trade-mark. The evidence showed that the only reputation acquired in the trade in connection with Reading was that got by the plaintiffs. It



seemed a legitimate inference that the term was taken with a view to the plaintiffs' trade. The usual arguments were advanced for the defendants. The answer to them was, "You might no doubt set up in Reading and call your business a Reading business, but not so as to take away illegitimately another's business there." The court never interfered with just competition, but when there was unfair competition, an attempt to take away by artful wiles part of a man's established reputation in a trade, it was different. The court had to look to the substance here: see the observations of James, L.J., in *Hendriks v. Montagu* (17 Ch. D. 638, 29 W. R. Dig. 104). His lordship's opinion was that, if the defendants, according to their obvious intention, put before the market Reading biscuits, they would, unless they used great care, be depriving the plaintiffs of part of their legitimate trade. The plaintiffs were entitled to an interim injunction, and the injunction would be to this effect—namely, to restrain the defendants from using the word "Reading" as descriptive of or in connection with biscuits manufactured or sold by the defendants without clearly distinguishing such biscuits from the biscuits of the plaintiffs. If they could not use the name without this clear distinction, they must take the consequences. The costs would be costs in the action.—COUNSEL, *Byrne, Q.C.*, and *Engle Joyce; Lovett, Q.C.*, and *Gore Browne*. SOLICITORS, *Richard Smith & Sons; T. R. Hargreaves*.

[Reported by J. F. WALBY, Barrister-at-Law.]

#### BROWN v. HARPER—Stirling, J., 27th April.

INFANT—AGREEMENT UNDER PENALTY NOT TO DO CERTAIN ACTS—BREACH—RATIFICATION—INFERENCE OF INDEPENDENT AGREEMENT.

The plaintiffs in this action are accountants carrying on business under the firm of Kain, Brown, & Co. On the 3rd of September, 1886, the defendant being then an infant, a written agreement was entered into between the plaintiffs and the defendant, by which the plaintiffs agreed to employ the defendant, and the defendant agreed to faithfully serve them as accountant clerk at a weekly salary of 30s., or such other sum as might be agreed upon, and it was further agreed that the plaintiffs should have power to dismiss the defendant in certain cases, and that the defendant would not during the continuance or at the expiration of the agreement, or at any future time, whether he should be in the employ of the plaintiffs or not, either directly or indirectly seek employment from, or do any work for, or in any way interfere with, any person or persons who might at any time up to the expiration of the agreement have employed the plaintiffs' firm to do any accountancy or other business usually transacted by them, except for the sole benefit of the firm. And the defendant thereby agreed to pay the sum of £100 as damages, or penalty, to the plaintiffs upon every case of infraction of the preceding clause of the agreement. The defendant continued in the plaintiffs' employment until the 11th of April, 1892, when he quitted it, having previously given a week's notice to determine the engagement. During the period of employment the defendant's wages had been raised, and at its termination had reached 50s. per week. Since the 11th of April, 1892, the defendant had obtained employment as an accountant from persons who, previously to the expiration of the agreement between him and the plaintiffs, had employed the plaintiffs' firm to do accountancy business. The present action was commenced to restrain the defendant from acting in breach of the agreement. Upon a motion for an injunction, it was agreed that the hearing of the motion should be treated as the trial of the action.

STIRLING, J., after stating the facts of the case, said: The sole defence is that the defendant was an infant when he signed the agreement of the 3rd of September, 1886. On his behalf it is contended that, inasmuch as by the agreement of the 3rd of September, 1886, the defendant bound himself under a penalty not to do the acts complained of, that agreement is not merely voidable, but void, and was consequently incapable of ratification. For the plaintiffs it is said that the agreement was voidable merely, and has been ratified; and, further, that, even if it is void, the court ought to infer that a new agreement was come to between the plaintiffs and the defendant after the latter attained twenty-one. If a new agreement was come to on terms similar to those contained in the written document, it becomes immaterial whether the agreement of the 3rd of September, 1886, was void or voidable only. The difference between ratification and independent promise was much discussed in the case of *Ditcham v. Worrall* (29 W. R. 59, 5 C. P. D. 410), and the law is thus stated by Lindley, J., at pp. 412, 413:—"A ratification necessarily has reference to the past, and, as applied to promises made by the person ratifying, a ratification is simply an intentional recognition of some previous promise made by him and an adoption and confirmation of such promise with the intention of rendering it binding. In other words, a ratification of a voidable promise is a recognition of it, and an election not to avoid it, but to be bound by it. There may or may not be any new consideration for a new and independent promise. If, therefore, in any particular case there is no consideration for the alleged ratification it may be binding as a ratification, but not as a fresh promise. Again, a so-called ratification, which introduces new terms and stipulations, is, at least as to these, a new promise, and is binding as such if there is a consideration to support it, but not otherwise. Where there is a consideration and no new term introduced, the intention of the parties, if clearly expressed, will afford a test whereby to determine whether there has been a new promise or only a ratification of a former promise, but, where the intention of the parties respecting this particular point is obscure, their words or conduct ought to be so interpreted as to render valid the transaction in which they were engaged, if it is clear that this result, at all events, was intended by them, and if there is no law rendering such interpretation inadmissible." In my opinion, the principles there laid down apply to the present case. After the defendant attained twenty-one his wages were raised,

so that the plaintiffs gave further consideration for the defendant's services; in other respects the terms of service remained the same. There was no expression of intention such as to afford a test whether there was a new promise or only a ratification of a former promise; but I cannot doubt that it was the meaning of both parties that the terms of the service should include the stipulations in respect of the breach of which the present action is brought. If the plaintiffs had anticipated any such breach I am convinced that they would not only have abstained from raising the defendant's wages, but would have dismissed him from their service; and I think that this must have been perfectly understood by the defendant. The conduct of the parties ought therefore to be so interpreted as to render valid the transaction in which they were engaged; and, in my opinion, it ought to be inferred that a new contract was entered into between the plaintiffs and defendant after the latter attained twenty-one. I think, therefore, that the plaintiffs are entitled to the injunction which they seek. His lordship then granted a perpetual injunction and ordered the defendant to pay the costs of the action, but directed that the injunction should be suspended for a week, and if within that time notice of appeal was served the injunction was to be further suspended until the hearing of the appeal.—COUNSEL, *Buckley, Q.C.*, and *Lytellon Chubb; Hastings, Q.C.*, and *Maidlow*. SOLICITORS, *Thornycroft & Willis; Minshall, Parry-Jones, Wooman, & Smith*.

[Reported by W. A. G. WOODS, Barrister-at-Law.]

#### Re HETLING, HETLING v. MERTON—Kekewich, J., 28th April.

VENDOR AND PURCHASER—RECEIPT FOR PURCHASE-MONEY—APPOINTMENT OF SOLICITOR BY ATTORNEY OF TRUSTEE—VENDOR—DELAY IN COMPLETION OF PURCHASE—"WILFUL DEFAULT" OF VENDORS—CONVEYANCING AND LAW OF PROPERTY ACT, 1881, s. 56—TRUSTEE ACT, 1888, s. 2 (1).

This was a motion by vendors of real estate to discharge an order made in chambers, by which it was declared that the purchaser was not liable to pay interest on the balance of his purchase-money from the day fixed for completion until the actual completion of the purchase. One of the necessary parties to the conveyance was a trustee residing abroad, who had executed a power of attorney, enabling his attorney to execute the conveyance. The contract contained a clause providing that, if from any cause other than the "wilful default of the vendors," the purchase should not be completed on a certain day, the purchaser should pay interest on the remainder of the purchase from that day until actual completion. Considerable delay in the completion of the purchase had taken place in consequence of the purchaser refusing to complete until the trustee had himself executed the deed, on the ground that a proper receipt for the purchase-money could not be given by the solicitor appointed by the trustee's attorney. The vendors claimed interest on the balance of the purchase-money. The purchaser contended that the facts were known to the vendors at the date of the contract, and that the delay was owing to their wilful default.

KEKEWICH, J., held that section 2 of the Trustee Act, 1888, did not enable the attorney of a trustee-vendor to appoint a solicitor to act for the trustee so as to produce the deed executed by the attorney, and receive the purchase-money, and that the delay in the completion of the purchase was owing to the wilful default of the vendors, who were unable to give the purchaser a proper discharge for the purchase-money.—COUNSEL, *Blakesley; G. Cave*. SOLICITORS, *Carlisle, Unna, & Rider; Bask & Co.*

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

#### Re LORD STRATHEDEN AND CAMPBELL, COWPER v. LORD STRATHEDEN AND CAMPBELL—Kekewich, J., 9th May.

WILL—CONSTRUCTION—ANNUITY "TO BE SECURED"—PERPETUAL OR LIFE ANNUITY—SECURITY.

This was an originating summons taken out by Cecil Cowper against Lord Stratheden and Campbell, the executor and residuary legatee under the will of the late peer. The testator died on the 21st of January, 1893, having by his will, dated the 16th of November, 1892, given and bequeathed "an annuity of £150 a year to be secured to Cecil Cowper, Esquire." The plaintiff contended that by virtue of this gift he was entitled to a perpetual annuity, and that the way in which it should be "secured" to him was by the registration in his own name of a sufficient sum of Consols; or, if the court should decide that he was only entitled to a life annuity, then a sufficient sum of cash to purchase a Government annuity should be paid to him. The defendant contended that there was no sufficient indication of the testator's intention that the annuity should be perpetual to rebut the usual presumption that an annuity is for life only. He also submitted that the annuity would be amply secured by the appropriation of a sufficient sum of Consols. The plaintiff relied on *Carr v. Middlesex Hospital* (2 Mac. & G. 576).

KEKEWICH, J., said that the law applicable to the question whether an annuity was perpetual or for life, when neither the word "perpetual" nor any like word was used, was, in his opinion, as follows:—"An annuity given *simpliciter* was an annuity for life only. But if there was any gift of property for the purposes of the annuity, the inference was that the annuity was perpetual. If, again, an indication was found of the testator's intention that the annuity should extend beyond the life of the first taker, then it was necessary to see if it was intended to extend beyond the next generation. If an intention could be found that the annuity should last for generations which could not be determined, the inference was that the annuity was to be perpetual. There were passages in Lord St. Leonards' judgment in *Carr v. Middlesex Hospital* which seemed to go beyond this statement of the law, but his lordship was convinced, on a closer examination of the judgment, that they did not really do so. In the present case there was no reference to a later generation, and, though the

annuity was charged upon general estate, it was not the estate which was given. The annuity, therefore, was a life annuity. As to the security of the annuity, the plaintiff had contended that he was entitled to something in the nature of a mortgage security, but in his lordship's opinion the annuity would be amply secured by the appropriation of a sufficient sum of Consols. The costs would be paid out of the testator's estate.—COUNSEL, *Warrington, Q.C.*, and *P. B. Abraham; Renshaw, Q.C.*, and *Method. Solicitors, Wynne, Holmes, & Wynne; Walters, Deverell, & Co.*

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

### Winding-up Cases.

**Re OCEAN QUEEN STEAMSHIP CO.**—Vaughan Williams, J., 17th May. COMPANY—REDUCTION OF CAPITAL—PETITION FOR—JURISDICTION—COMPANIES ACT, 1867 (30 & 31 VICT. c. 131), ss. 11, 12—COMPANIES (WINDING-UP) ACT, 1890 (53 & 54 VICT. c. 63), s. 1, SUB-SECTION (2); s. 2.

This was a petition for reduction of capital, the first that has come before the judge to whom the winding-up jurisdiction is assigned by virtue of the order of the Lord Chancellor and the Lord Chief Justice dated the 26th of March, 1892. Section 11 of the Companies Act, 1867, enacts that a company which has passed a special resolution for reducing its capital may apply to the court by petition for an order confirming the reduction; and section 12 of the same Act defines "the court" to mean the "court which has jurisdiction to make an order for winding up the petitioning company," and provides that the 81st and 83rd sections of the Act of 1862 shall be construed as if the term "winding up" in those sections included proceedings under the Act of 1867. The Companies (Winding-up) Act, 1890, enacts that the courts having jurisdiction to wind up companies shall be the High Court (section 1), and that the jurisdiction of the High Court, under the Winding-up Act, 1890, shall, as the Lord Chancellor may from time to time direct, be exercised, either generally or in specified classes of cases, either by such judge or judges of the Chancery Division of the High Court as the Lord Chancellor may assign to exercise that jurisdiction, or by the judge who, for the time being, exercises the bankruptcy jurisdiction of the High Court. The order of the 26th of March, 1892, directs that "on and after the 6th day of May, 1892, the jurisdiction of the High Court under the Companies (Winding-up) Act, 1890, shall, until further order, be exercised by the Hon. Mr. Justice Vaughan Williams, sitting and acting for the purpose of the exercise of such jurisdiction as an additional judge of the Chancery Division, and the said judge shall, on and after the day aforesaid, and until further order, be the judge of the High Court assigned for the purpose of the exercise of that jurisdiction pursuant to the Companies (Winding-up) Act, 1890." The question of jurisdiction was not touched upon by counsel, but

VAUGHAN WILLIAMS, J., said that he supposed no question had been raised as to his jurisdiction in consequence of his observations made in the case of *The Mining Shares Investment Co.* (reported ante, p. 356). He had considered the matter, and thought that he had jurisdiction to make orders upon petitions for reduction of capital.—COUNSEL, *Swann. Solicitor, Harvey.*

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

### High Court—Queen's Bench Division.

**YOUNG v. FOSTEN**—16th May.

**PUBLIC HEALTH—METROPOLIS—REPAIR OF DRAIN—DRAIN REPAIRED SO AS TO BE A NUISANCE—LIABILITY OF BUILDER IN FIRST INSTANCE—PUBLIC HEALTH (LONDON) ACT, 1891 (54 & 55 VICT. c. 76), s. 42.**

Case stated by the metropolitan police magistrate sitting at the South-Western Police-court. The respondent was summoned before the magistrate for that he did in the parish of Clapham, in the county of London, so repair a certain drain, to wit, the drain to the premises, No. 4, Carfax-square, so as to be a nuisance and injurious to health. The magistrate dismissed the summons without calling on the respondent to address him or offer any evidence, but agreed to state this case, and the following facts were to be taken as admitted:—The summons was taken out by the appellant on behalf of, and by the direction of, the board of works for the Wandsworth district, which board is the sanitary authority for the parish of Clapham. In or about the month of October, 1892, the said sanitary authority received information that, by reason of a defect of a structural character, the drain to a certain dwelling-house was in such a state as to be a nuisance and injurious to health. Immediately after the receipt of this information the sanitary authority served upon the owner of the dwelling-house a notice requiring him to abate the nuisance within a time duly specified in the said notice, and to execute and do such works as might be necessary for that purpose. The owner, who neither resided nor carried on business in the dwelling-house, immediately upon the receipt of the notice from the sanitary authority, gave instructions to the respondent, who is a builder, to do the necessary repairs to the said drain, in order to abate the nuisance and carry out the requirements of the sanitary authority. The respondent thereupon took up and relaid the drain, and shortly afterwards an inspector, acting on behalf of the sanitary authority, visited the house and tested the drain, when he found, as the fact was, that the joints of the pipes composing the drain were not properly cemented, and that the said drain was leaky and in such a state as to be a nuisance and injurious to

health. The inspector then called the attention of the respondent to the condition of the drain, but the respondent declined to do anything further to the drain. The sanitary authority thereupon caused the summons to be taken out by the appellant on their behalf, under the Public Health (London) Act, 1891 (54 & 55 VICT. c. 76, s. 42), against the respondent. On the hearing of the summons it was contended by the appellant that the respondent, the builder who actually did the repairs to the drain, was a person who undertook or executed the said repairs within the meaning of the section. The magistrate, however, dismissed the summons without calling on the respondent to address him or offer any evidence, being of opinion that upon the true construction of the said section, and as a matter of law, the owner of the dwelling-house was the person who, in the first instance, undertook the said repairs within the meaning of the said section, and that the respondent was not liable to be summoned except under the circumstances set out in the proviso under the said section. The question now was whether the magistrate was right in so holding. Section 42 provides that "if a water closet or drain is so constructed or repaired as to be a nuisance, or injurious, or dangerous to health, the person who undertook or executed such construction or repair shall, unless he shows that such construction or repair was not due to any wilful act, neglect, or default, be liable to a fine not exceeding £20. Provided that where a person is charged with an offence under this section he shall be entitled, upon information duly laid by him, to have any other person, being his agent, servant, or workman, whom he charges as the actual offender, brought before the court at the time appointed for hearing the charge, and if he proves to the satisfaction of the court that he had used due diligence to prevent the commission of the offence, and that the said other person committed the offence without his knowledge, he shall be exempt from any fine, and the said other person may be convicted summarily of the offence."

Held, that the magistrate took an erroneous view of the section, as the respondent was a person who undertook the repairs within the meaning of the section. Case remitted to the magistrate to be dealt with on the facts.—COUNSEL, *Earle. Solicitors, W. W. Young & Sons.* The respondent appeared in person.

[Reported by Sir SHERSTON BAKES, Barrister-at-Law.]

### HILL v. THOMAS—3rd May.

**HIGHWAY—EXTRAORDINARY TRAFFIC—UNUSUAL PURPOSE.**

Appeal by way of special case. The appellants, Messrs. Hill & Co., were contractors, who from January, 1890, to April, 1892, were engaged in the erection of a battery at the Government fort known as Chapel Bay Fort. The materials employed, chiefly shingle and cement, were brought to the shore in barges, whence they were carted to the fort in the ordinary agricultural carts in use in the district. In this way some 9,000 loads, carrying over 8,000 tons of material, being a very great addition to the usual traffic thereon, traversed a highway known as the Angle-road in the parish of Angle within the jurisdiction of the Pembroke District Highway Board, of which the respondent Thomas was the surveyor. The respondent gave a certificate that extra expenses had been incurred in repairing this highway by reason of the damage caused by excessive weight passing along the same, and extra traffic thereon conducted by or by order of Messrs. Hill & Co. in the conveyance of materials used in the construction of the battery. The appellants refused to pay the sum demanded, and an information and complaint was laid against them by the respondent, on the hearing of which they were ordered to pay the amount required for the repairs made necessary by the traffic they had introduced, subject to the present case. The magistrates were of opinion "that none of the carts conveying the appellants' materials carried greater weights than those usually carried for agricultural and other purposes in the neighbourhood, and therefore that there was no proof before us of excessive weights having been carried over the highway by the appellants otherwise than by the great increase of carting, but we regarded the traffic as being carried on for the unusual purpose of the building of a Government fort as extraordinary," and they assessed the expenses for which they considered the appellants liable at £105 and costs. The proceedings were under section 23 of the Highways and Locomotives Amendment Act, 1878 (41 & 42 VICT. c. 77), which provides that "where by a certificate of their surveyor it appears to the authority which is liable or has undertaken to repair any highway, whether a main road or not, that, having regard to the average expense of repairing highways in the neighbourhood, extraordinary expenses have been incurred by such authority in repairing such highway by reason of the damage caused by excessive weight passing along the same or extraordinary traffic thereon, such authority may recover in a summary manner from any person by whose order such weight or traffic has been conducted, the amount of such expenses as may be proved to the satisfaction of the court having cognizance of the case to have been incurred by such authority by reason of the damage arising from such weight or traffic as aforesaid." It was contended that on the facts stated there was no proof of excessive weight or extraordinary traffic within the meaning of the Act of Parliament, and the question left for the opinion of the court was whether the facts stated justified the decision of the magistrates.

THE COURT (VAUGHAN WILLIAMS and BAUER, JJ.) allowed the appeal. VAUGHAN WILLIAMS, J.—The justices have found in fact that the traffic was extraordinary because it was for an unusual purpose, but that the carts and their loads were not individually excessive in weight. They have not found, as was done in some of the cases cited to us, for instance *Williams v. Davies* (44 J. P. 347), that the traffic was in aggregate weight and in quantity excessive and extraordinary. There was, therefore, nothing to bring this case within the words "damage caused by excessive weight," and there was no such aggregate excessive weight as in itself to constitute extraordinary traffic. The only question is whether the justices were



justified in saying that the traffic was extraordinary because it was conducted for an unusual purpose. In my opinion they were wrong in so holding.

BRUCH, J.—The justices have based their finding solely on the ground that the traffic was conducted for the unusual purpose of building a Government fort, and that does not justify them in holding the traffic to be extraordinary. Appeal allowed.—COUNSEL, C. M. Atkinson; Manisty. SOLICITORS, Bridges, Sawtell, & Co., for Bendall, Milford Haven; Field, Roscoe, & Co., for Brown, Pembroke.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

#### MOORE v. THE HIGH BAILIFF OF THE BROMPTON COUNTY COURT—11th May.

COUNTY COURTS—HIGH BAILIFF—EXECUTION—IMPLEMENTS OF TRADE—SEIZURE AND REMOVAL OF, BY HIGH BAILIFF—ERROR OF JUDGMENT BY HIGH BAILIFF—NO GUILTY INTENT—LIABILITY OF BAILIFF IN SUMMARY WAY AS FOR "MISCONDUCT"—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), s. 50.

Appeal by the high bailiff of the Brompton County Court from an order made by his Honour Judge Stonor, sitting at Brompton County Court, by which order the high bailiff was ordered to pay to the present respondent, Mr. Moore, the sum of £22 10s., for damages in respect of misconduct in seizing and removing and selling the implements of the applicant's trade. The sole question of appeal now was whether the wrongful seizure and sale of trade implements by the high bailiff is "misconduct" within the 50th section of the County Courts Act, 1888. The learned county court judge took time to consider his judgment, and he delivered an elaborate written judgment, holding that such seizure and sale of implements of trade was "misconduct" within the meaning of section 50, although there was no wrongful intention, but only a serious error of judgment. A judgment had been recovered in the court against the present respondent, Moore, and an execution was levied at the defendant's residence on the 25th of July last. Claims were put forward by two claimants to the goods seized, and interpleader proceedings followed. The goods seized on such levy were removed and warehoused by the high bailiff on the 29th of July, under circumstances which formed the ground of complaint in the present case. The claims were dealt with and disposed of by the judge. It was then stated to the judge on behalf of the execution debtor—the present respondent—that an application would be made under the 50th section of the County Courts Act by the execution debtor for misconduct in the course of the proceedings, and that numerous witnesses would be called on either side. By direction of the judge the applicant was ordered to furnish particulars of the "misconduct" alleged, and five headings of misconduct were furnished. Upon the inquiry four of these charges were decided by the judge in favour of the high bailiff, and as to these there was no appeal, and they are not material. Upon the fifth charge the learned judge found against the high bailiff, and this was the charge now in question. The particulars of this charge furnished by the applicant were "that the high bailiff illegally and unlawfully broke into the defendant's dwelling-house on the 29th of July, 1892, and removed the whole of the furniture and effects, including the tools and implements of trade in the said dwelling-house, contrary to sections 147 and 154 of the County Courts Act, 1888." The judge, in his written judgment, was of opinion that the bailiff had a legal right to remove the whole of the goods, exclusive of the tools in trade, and that the 154th section referred to only prohibits a sale, and not the removal, of goods for five days, and, as to the trade goods or implements of the applicant, that there was an illegal removal and an illegal sale of the same. The applicant was a civil engineer and also an inventor of patents, but for more than a year and a half, being crippled and unable to walk without crutches, he had supported himself and family by an ingenious patent for making pipe-cleaners, in the manufacture of which he uses a considerable number of small deal boards, two or three feet in length, which must be saturated in oil for a considerable time before they are of use; and eighty-seven of these deal boards were seized by the bailiff and sold for a sum of eight shillings. One of the questions of the present appeal was, whether these deal boards were implements of trade within the meaning of section 150 of the Act, the learned judge having found that they were. The learned judge then, in dealing with the question whether the act of misconduct now in question came within section 50, said: "There can be no doubt that the natural and ordinary meaning of the word 'misconduct' must be restricted by the provisions of the Act generally, and probably by the terms employed in conjunction with it in the same section. It must be restricted, at all events, to acts or omissions in the performance of the duties of the high bailiff under the provisions of this Act, whether performed by himself or by his subordinates, in like manner as the same term has been restricted in the construction of the 28th section of the Bankruptcy Act, 1883, as to the discharge of the bankrupt to acts done by him 'relevant to his bankruptcy.' It also appears to me, after much consideration, that the word 'misconduct' is further restricted in the 50th section by the terms employed in conjunction with it to such acts of omission or commission only as are *ejusdem generis* or *in pari materia* with the wrongful acts specified by such terms, and especially the term 'extortion' which precedes it. But I think that the act of selling the trade implements of the appellant after due notice and under all the circumstances was a wrongful act in the nature of extortion or oppression, or at all events *ejusdem generis* therewith, especially having regard to the fact that the high bailiff was interested in the profits of the sale in respect of his fees. The following definition of the word 'extortion' seems to me almost literally to include the present case: 'Extortion is an abuse of the public justice which consists in any officer's unlawfully taking by colour of his office from any man any money or thing of value that is not due, or before

it is due' (Blackstone, book 4, chap. 1). It may be urged that the high bailiff, who, according to his own evidence, acted personally and with full knowledge of all the material circumstances of the case, did not think that he was acting wrongfully, and that he so acted by an extraordinary error of judgment without sufficient consideration, and not knowingly or with a view of realizing the paltry sum for which the articles were sold. I trust and believe that such was the case, and that he acted merely erroneously and recklessly; but still I think that the act in question was equally an act of 'misconduct,' in the nature of extortion, contemplated by the 50th section. The question of damages has, therefore, to be considered, and I think that a jury, upon the evidence before me, would rightly assess them at £22 10s." The judge also said that he regarded the act of the high bailiff only as an error of judgment, though a serious one. The high bailiff appealed. Section 50 says: "If any registrar, bailiff, or officer of any court, acting under colour or pretence of the process of the said court, shall be charged with extortion or misconduct, or with not duly paying or accounting for any money levied by him, it shall be lawful for the judge to inquire into such matter in a summary way . . . and to make such order thereupon for the repayment of any money extorted . . . and for the payment of such damages and costs as he shall think just, and also, if he shall think fit, to impose such fine, not exceeding ten pounds for each offence, as he shall deem adequate," &c. The following cases, decided on a corresponding section—section 29—of the Sheriff's Act, 1887, were cited: *Lee v. Dangar* (40 W. R. 469; 1892, 2 Q. B. 337) and *Bagge v. Whitehead* (40 W. R. 472; 1892, 2 Q. B. 355).

THE COURT (POLLOCK, B., and KENNEDY, J.), in allowing the appeal, were of opinion that as to the question whether the deal boards seized and sold were implements of trade this was a question of fact for the learned judge to decide, and as he had decided that they were his decision ought to be accepted on this appeal, but that as to the second question, namely, assuming that the goods were implements of trade, whether the high bailiff was guilty of misconduct within the meaning of the section in so removing them, the learned judge had applied section 50 to a class of cases to which it was not intended to be applied. That the word "misconduct," following the word "extortion," and the words "each offence" shew that the Act intended to deal with offences which were of a penal character, that is, acts of such a character that they indicated an abuse of authority on the part of the high bailiff; conduct, in fact, which is of an intentionally wrong kind as distinguished from conduct which is merely negligent, whether the negligence be great or small, and that as there was no improper or wrongful intent on the part of the high bailiff in doing what he did, although he was guilty of an error of judgment, his act was not "misconduct" within the meaning of the section, and the judgment of the learned judge ought to be reversed. Appeal allowed, and judgment reversed.—COUNSEL, E. Morten; Atherley Jones. SOLICITORS, T. J. Robinson; Nokes & Stammers.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

#### LONDON AND WESTMINSTER LOAN CO. v. LONDON AND NORTH-WESTERN RAILWAY CO.—8th May.

LANDLORD AND TENANT—RENT PAYABLE IN ADVANCE—REASONABLE NOTICE OF DEMAND.

Appeal from a decision of Judge Bacon at the Bloomsbury County Court. The plaintiffs were the holders of a bill of sale over the furniture and effects of the tenant of a house in Euston-square, of which the defendant's were the landlords. The agreement under which the house was let provided that the rent should be "payable quarterly" (on the usual quarter days) "and always, if required, a quarter in advance." On the 8th of December, when one quarter's rent was already in arrear and another was nearly due, the goods having been seized by the plaintiffs, and being about to be sold by their auctioneer, the defendants made demand for the rent, both that which was already in arrear and that for the current quarter, threatening to distrain if it was not paid. The auctioneer paid under protest, and the plaintiffs then brought an action in the county court, to get back the amount which had been paid in respect of the rent for the quarter ending the 25th of December. The county court judge decided in favour of the plaintiffs. The defendants appealed.

THE COURT (GRANTHAM and VAUGHAN WILLIAMS, JJ.) allowed the appeal. GRANTHAM, J.—This is a clause which is very often inserted in agreements of this kind though not often enforced, and it means that the rent is throughout reserved a quarter in advance. But the landlord must give a reasonable notice before he enforces it. The question of reasonableness depends on the facts, and it seems to me that on the evidence here the notice was reasonable, taking into consideration the fact that the goods were being, or about to be, actually carried off, and were already in the hands of a third party, who was authorized to take them away.

VAUGHAN WILLIAMS, J.—This is an important question between landlord and tenant, and there should be no doubt as to the basis of our decision. The rent here is throughout reserved a quarter in advance; but it is only to become payable on notice, which must be a reasonable notice, and whether the actual notice given in any case is reasonable or not is a question of fact. Appeal allowed.—COUNSEL, Leigh Clark; Ernest Pollock. SOLICITORS, Mason; Jackman.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

#### GILSON v. KILNER—1st May.

PRACTICE—COUNTY COURT APPEAL—REFUSAL OF COUNTY COURT JUDGE TO REVIEW TAXATION OF COSTS—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), ss. 118, 120, 122—COUNTY COURT RULES, 1892, ORD. 50A, RE. 1, 17.

This was an action brought in the Southwark County Court to recover

£10 3s. 8d. damages for the detention and consequent melting of a cargo of ice. Judgment was given for the defendant. On the taxation of the defendant's party and party costs the plaintiffs objected to the following items: "To issuing *subpoenas* to six witnesses, 3s. each," and "To service of same, 2s. 6d. each," on the ground that the taxation was under Scale A, by which scale the costs to be paid to solicitors for such items was nil (Higher Scale, items 5, 18), and that by section 118 of the County Courts Act, 1888, and rules 1, 17, of the County Court Rules, 1892, order 50a, no costs or charges are to be allowed on taxation which are not sanctioned by the scale. The registrar allowed these charges as being reasonable, and on the ground that if the service had been by the bailiff instead of the solicitor a court fee of 3s. would have been allowable. On appeal the county court judge considered the registrar had exercised a reasonable discretion and refused to review the taxation, and from this order the plaintiff now appealed. The defendant raised the preliminary objection that no appeal lay from the refusal of a county court judge to review the taxation of costs, and cited *Carr v. Stringer* (E. B. & E. 123) and *The Cashmere* (38 W. R. 623, 15 P. D. 121). In support of the appeal the arguments were that *Carr v. Stringer*, decided under the County Courts Act, 1850, was no longer applicable; that in *Jonas v. Long* (36 W. R. 315, 20 Q. B. D. 564) the Court of Appeal held that an appeal did lie from an interlocutory order under section 18 of the County Courts Act, 1865, which Act was repealed but virtually re-enacted in sections 120, 122, of the County Courts Act, 1888; and that since the Act of 1888 appeals had been allowed from orders granting a new trial: *How v. London and North-Western Railway Co.* (40 W. R. 292; 1892, 1 Q. B. 391), and refusing a new trial: *Pole v. Bright* (40 W. R. 96; 1892, 1 Q. B. 603); and that these were indistinguishable in principle from the present case; and that in the two cases of *Meek v. Witherington* (67 L. T. 122) and *Wilson v. Statham* (39 W. R. 686; 1891, 2 Q. B. 261) appeals had been heard without objection raised; and that *The Cashmere* (38 W. R. 623) was a decision under the County Courts Admiralty Jurisdiction Act, 1868, and that the observations of the court in that case as to the appeals from interlocutory orders generally must be treated as *obiter dicta*.

THE COURT (VAUGHAN WILLIAMS and BRUCE, JJ.) pointed out that by section 120 of the County Courts Act, 1888 (51 & 52 Vict. c. 43), an appeal lay from the "judgment, direction, decision, or order of the judge," and by section 122, on the hearing of an appeal, the High Court "may make a final or other order"; that these were words of a most general character, more extensive than the terms employed in the Act of 1850, but very similar to those in the Act of 1865; that therefore the decision in *Carr v. Stringer* (E. B. & E. 123) was no longer applicable, and that the principle of *Jonas v. Long* (36 W. R. 315) must apply; and the court agreed with the other arguments of the appellant, and held that the objection must fail. On the merits the court held that section 118 of the County Courts Act, 1888, and rules 1, 17, of order 50a of the County Court Rules, 1892, and the scale thereto were express in their terms, and allowed the appeal.—COUNSEL, *Sims Williams*; *Isaacs*. SOLICITORS, *Robert Greening*; *C. J. Smith & Giffon*.

[Reported by R. DE BOUREL, Barrister-at-Law.]

## NEW ORDERS, &c. COMPANIES (WINDING-UP).

### NOTICE.

By Order of the Lord Chancellor, dated May 12, 1893, the following action has been transferred to the Hon. Mr. Justice Vaughan Williams (sitting as an additional judge in the Chancery Division):—

Mr. Justice STIRLING.

James Teulon, on behalf of himself and all other holders of Mortgage Debentures, v The Balmoral Steamship Co, Ltd 1892 T 1,358

## LEGAL NEWS.

### APPOINTMENTS.

Mr. HARRY BEVIN, solicitor, of Wootton Bassett, has been appointed Clerk to the Justices for the Cricklade Division, Wilts.

Mr. ARTHUR WILLEY, solicitor, of 28, East-parade, Leeds, has been appointed Clerk to the Methley School Board.

Mr. CHARLES EVANS ATKINSON, solicitor, Harrogate, has been appointed a Commissioner for Oaths. Mr. Atkinson was admitted in January, 1887.

Mr. FRANCIS NATHANIEL BAYTON, B.A. Oxon., solicitor, Gloucester, has been appointed a Commissioner for Oaths. Mr. Bayton was admitted in July, 1885.

Mr. CHARLES BREACH, solicitor, 2, Clement's-inn, W.C., has been appointed a Commissioner for Oaths. Mr. Breach was admitted in April, 1880.

Mr. JOHN BROWNLESS, jun., solicitor, Durham, has been appointed a Commissioner for Oaths. Mr. Brownless was admitted in July, 1884.

Mr. CALDER WM. CONDER, solicitor, Pontefract, has been appointed a Commissioner for Oaths. Mr. Conder was admitted in February, 1886.

Mr. ALBERT EDWARD DUNN, solicitor, Crediton, has been appointed a Commissioner for Oaths. Mr. Dunn was admitted in April, 1887.

Mr. WM. PICKUP HALLIWELL, solicitor, Darwen, has been appointed a Commissioner for Oaths. Mr. Halliwell was admitted in November, 1885.

Mr. WM. HY. CLARKE, solicitor, Leeds, has been appointed a Commissioner for Oaths. Mr. Clarke was admitted in February, 1887.

Mr. ALFRED HY. COLEY, solicitor, Birmingham, has been appointed a Commissioner for Oaths. Mr. Coley was admitted in August, 1886.

Mr. WM. COLEY, solicitor, Birmingham, has been appointed a Commissioner for Oaths. Mr. Coley was admitted in August, 1886.

Mr. WM. HY. DAUN, solicitor, 155, Fenchurch-street, E.C., has been appointed a Commissioner for Oaths. Mr. Daun was admitted in December, 1886.

Mr. GRAHAM JAS. DAVIS, solicitor, Gresham-buildings, E.C., has been appointed a Commissioner for Oaths. Mr. Davis was admitted in January, 1882.

Mr. JOHN CHAS. HEMINGWAY, solicitor, Leeds, has been appointed a Commissioner for Oaths. Mr. Hemingway was admitted in August, 1882.

Mr. SYDNEY RHODES, B.A. Lond., solicitor, Haslingden, has been appointed a Commissioner for Oaths. Mr. Rhodes was admitted in December, 1883.

Mr. JNO. BOGLE SMITH, solicitor, Leeds, has been appointed a Commissioner for Oaths. Mr. Smith was admitted in January, 1886.

Mr. FRANCIS WM. STUBBS, solicitor, Colwyn Bay, has been appointed a Commissioner for Oaths. Mr. Stubbs was admitted in May, 1884.

Mr. ROBERT WALKER ASCROFT, B.C.L., M.A., solicitor, Preston, has been appointed a Commissioner for Oaths. Mr. Ascroft was admitted in July, 1884.

Mr. GEORGE WILLIAM BARBER, solicitor, 13, St. Swithin's-lane, E.C., has been appointed a Commissioner for Oaths. Mr. Barber was admitted in November, 1882.

Mr. FREDERICK WILLIAM BILLSON, LL.B., solicitor, Leicester, has been appointed a Commissioner for Oaths. Mr. Billson was admitted in May, 1886.

Mr. JOHN BURY, solicitor, Manchester, has been appointed a Commissioner for Oaths. Mr. Bury was admitted in April, 1881. He is honorary secretary to the Manchester Law Association.

Mr. THOS. HENRY GRAKE, solicitor, Plymouth, has been appointed a Commissioner for Oaths. Mr. Grake was admitted in July, 1883.

Mr. ARTHUR EDWARD GOODCHILD, Gresham House, E.C., has been appointed a Commissioner for Oaths. Mr. Goodchild was admitted in November, 1878.

Mr. WM. HENRY HAZARD, LL.B. Lond., solicitor, 8, Old Jewry, E.C., has been appointed a Commissioner for Oaths. Mr. Hazard was admitted June, 1879, after passing the Final Examination with honours.

Mr. JOHN GUTZMER HOESACK, solicitor, 84, Old Broad-street, E.C., has been appointed a Commissioner for Oaths. Mr. Hoesack was admitted in October, 1884.

Mr. ALFRED RICHARD JYNEX, solicitor, Birmingham, has been appointed a Commissioner for Oaths. Mr. Lynex was admitted in November, 1886.

Mr. JOHN MCCARTAN, solicitor, Durham, has been appointed a Commissioner for Oaths. Mr. McCartan was admitted in January, 1885.

Mr. PHILIP LEWIS MARTELL, solicitor, Swansea, has been appointed a Commissioner for Oaths. Mr. Martell was admitted in August, 1886.

Mr. CHAS. ARTHUR MAYTHALL, solicitor, Castle Eden, has been appointed a Commissioner for Oaths. Mr. Mayhall was admitted in July, 1886.

Mr. HENRY NEWNHAM-DAVIS, B.A., solicitor, Fitzalan House, Arundel-street, Strand, W.C., has been appointed a Commissioner for Oaths. Mr. Newnham-Davis was admitted in March, 1884.

Mr. JAMES WALKDEN NEWTON, solicitor, Carrington, has been appointed a Commissioner for Oaths. Mr. Newton was admitted in April, 1886.

Mr. JOHN PLUMMER, solicitor, Canterbury, has been appointed a Commissioner for Oaths. Mr. Plummer was admitted in November, 1886.

Mr. DAVID WILLIAMS REES, solicitor, Llanelly, has been appointed a Commissioner for Oaths. Mr. Rees was admitted in January, 1886.

Mr. WALTER GEORGE ROBBINS, solicitor, Birmingham, has been appointed a Commissioner for Oaths. Mr. Robbins was admitted in December, 1886.

Mr. JOHN CHARLES ROBINSON, solicitor, Burnham-on-Crouch, has been appointed a Commissioner for Oaths. Mr. Robinson was admitted in November, 1886.

Mr. FREEMAN ROPER, M.A., solicitor, 3 and 4, Lime-street-square, E.C., has been appointed a Commissioner for Oaths. Mr. Roper was admitted in December, 1890. He is a Commissioner for Ontario.

Mr. FREDERICK RYALL, solicitor, Plymouth, has been appointed a Commissioner for Oaths. Mr. Ryall was admitted in January, 1885.

## CHANGES IN PARTNERSHIPS.

### DISSOLUTIONS.

HERBERT BOOTH BELL and LOUIS JERVIS VIALARDI AMOS, solicitors (Bell & Jervis Amos), 32, King-street, Covent-garden, London. April 10. [Gazette, May 12.]

WILLIAM EDWARD LAW and JOHN BREWER, solicitors (Law & Brewer),



**Barnstable.** May 9. The said William Edward Law retires from practice, and the business will in future be carried on by the said John Brewer, in partnership with Richard Hendy, under the style of Law, Brewer, & Hendy.

**JOHN LIDIARD, JOHN FRANCIS LIDIARD, HERBERT LIDIARD, and ARCHIBALD HENRY BAKER, solicitors** (Lidiard, Sons, & Baker), 7, Great James-street, Bedford-row, London. Feb. 21. As regards the said John Francis Lidiard. In future such business will be carried on by the said John Lidiard, Herbert Lidiard, and Archibald Henry Baker alone, in co-partnership under such style or firm. [Gazette, May 16.]

#### GENERAL.

**Mr. T. H. Bolton, M.P.**, has had a relapse and has been again confined to his room.

It is stated that **Mr. Lane, Q.C.**, the police magistrate for North London, will, under the new organization pending, be transferred to a county court judgeship; and that **Mr. Bushby**, the magistrate at Worship-street, will retire.

It is announced that, owing to his absence in Paris in the discharge of his public duties, the Attorney-General, **Sir Charles Russell, Q.C., M.P.**, will be unable to receive the Queen's Counsel at dinner on the occasion of the celebration of her Majesty's birthday.

It is announced that the county court judgeship vacated by the transfer of his Honour Judge Lumley Smith, Q.C., from the county courts of Bow and Shoreditch to the county court at Westminster will not be filled up pending the consideration, by a committee now sitting, of the question whether the county court districts in and adjoining the metropolis may not not be so redistributed as to enable the number of county court judges to be reduced.

### COURT PAPERS.

#### SUPREME COURT OF JUDICATURE.

##### ROTA OF REGISTRARS IN ATTENDANCE ON

| Date.                  | APPEAL COURT<br>No. 2.   | Mr. Justice<br>C. J. J.  | Mr. Justice<br>NORTH. |
|------------------------|--------------------------|--------------------------|-----------------------|
| Wednesday, May .....24 | Mr. Leach                | Mr. Rolt                 | Mr. Carrington        |
| Thursday .....25       | Godfrey                  | Farmer                   | Lavie                 |
| Friday .....26         | Leach                    | Rolt                     | Carrington            |
| Saturday .....27       | Godfrey                  | Farmer                   | Lavie                 |
|                        | Mr. Justice<br>STIRLING. | Mr. Justice<br>KEKEWICH. | Mr. Justice<br>ROMER. |
| Wednesday, May .....24 | Mr. Beal                 | Mr. Ward                 | Mr. Jackson           |
| Thursday .....25       | Pugh                     | Pemberton                | Crowes                |
| Friday .....26         | Beal                     | Ward                     | Jackson               |
| Saturday .....27       | Pugh                     | Pemberton                | Crowes                |

### BIRTHS, MARRIAGES, AND DEATHS.

#### BIRTHS.

**ANDERSON-MORSEHEAD.**—May 11, at Salcombe Begis, Sidmouth, the wife of John Yonge Anderson-Morsehead, of the Middle Temple, barrister-at-law, of a son.  
**BONARQUET.**—May 9, at 12, Grenville-place, South Kensington, the wife of F. A. Bonarquet, Q.C., of a son.  
**FRANCIS.**—May 8, at 15, Grosvenor-gardens, Willesden-green, N.W., the wife of John Swinford Francis, solicitor, of a daughter.  
**GRAHAM.**—April 29, at Shrewsbury, the wife of Alexander Graham, barrister-at-law, of a son.  
**WOODBRIDGE.**—May 14, at Boston Park, Brentford, the wife of Mr. Frank Woodbridge, of Brentford and Serjeants'-inn, solicitor, of a son.

#### MARRIAGE.

**GUSTARD-GREEN.**—May 1, at Boston, U.S.A., Walter Stafford Gustard, of Ux, solicitor, to Kate Ayres, youngest daughter of the late W. P. Green, of Boston.

#### DEATHS.

**CHAPLIN.**—May 7, James Charles Chaplin, of 10, Earl's-court-square and 3, Temple-gardens, barrister-at-law, aged 157.  
**CHESWRIGHT.**—May 6, Edgar Cheswright, formerly practising solicitor in the City of London, aged 84.  
**HICKSON.**—May 10, at Woburn-place, Russell-square, Edward Hickson, of 70, Finsbury-pavement, E.C., solicitor.  
**MARSDEN.**—May 12, George William Marsden, of 113, The Grove, Camberwell, and No. 37, Queen-street, Cheapside, solicitor, for nearly 43 years Vestry Clerk of the parish of St. Giles, Camberwell, aged 80.

**WARNING TO INTENDING HOUSE PURCHASERS & LESSORS.**—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1876), who also undertake the Ventilation of Offices, &c.—[ADVT.]

**STAMMERERS** of all ages successfully treated. Boys while being cured thoroughly Educated and Prepared for Examinations by a University Tutor.—Apply Mr. B. BEASLEY (who cured himself), Brompton-park, Huntingdon, or "Sherwood," Willesden-lane, Broudesbury, London. "Stammering: Its Treatment," post-free, 13 stamps.—[ADVT.]

### WINDING UP NOTICES.

London Gazette.—FRIDAY, May 12.

#### JOINT STOCK COMPANIES.

##### LIMITED IN CHANCERY.

**BARRINGTON & Co, LIMITED.**—Petn for winding up, presented April 27, directed to be heard

on May 17. Minshall & Co, 27, Chancery lane, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of May 16

**BENJAMIN NICHOLSON & Sons, LIMITED.**—Creditors are required, on or before June 20, to send their names and addresses, and the particulars of their debts or claims, to George Gibson, 9, St James's row, Sheffield. Porrett, Sheffield, solor for liquidators

**KILBURN COLLIERIES, LIMITED.**—Creditors are required, on or before June 12, to send their debts and addresses, and the particulars of their debts or claims, to Hugh Kaeza McLeod, 4, Sun st, Cornhill

**MANCHESTER UNDERWRITERS' ASSOCIATION, LIMITED.**—Creditors are required, on or before June 23, to send their names and addresses, and the particulars of their debts or claims, to John Edward Halliday, 11, Spring gardens, Manchester. Needham & Co, Manchester, solors for liquidators

**OWNERS OF DECKHAM HALL COLLIERIES, LIMITED.**—Creditors are required, on or before June 23, to send their names and addresses, and the particulars of their debts or claims, to William Castle Fletcher, Bank chmbrs, Mosley st, Newcastle upon Tyne

**F WHITE, LIMITED.**—Petn for winding up, presented May 9, directed to be heard on Wednesday, June 7. Guacotte & Fowler, 1, York bldg, Adelphi, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of June 6

**WILLIAMSON ELECTRICAL AND ENGINEERING CO, LIMITED.**—Creditors are required, on or before October 2, to send their names and addresses, and the particulars of their debts or claims, to John Edwin Sharples, 14, St Anne's sq, Manchester. Needham & Co, Manchester, solitors for liquidator

London Gazette.—TUESDAY, May 16.

#### JOINT STOCK COMPANIES.

##### LIMITED IN CHANCERY.

**CLARENDON LAND INVESTMENT AND AGENCY CO, LIMITED.**—By an order made by Vanshan Williams, J, dated April 28, Mr Ernest Cooper, 14, George st, Mansion House, has been appointed voluntary liquidator in the place of Cecil Kearney, the former liquidator. Munn & Longden, Old Jewry, solitors for petners

**EXETER INVESTMENT TRUST, LIMITED.**—Creditors are required, on or before August 1, to send their names and addresses, and the particulars of their debts or claims, to James Ross Eadie and James Knill, 20, Bedford circus, Exeter. Roberts, Exeter, solor for liquidators

**POOLE OYSTERS FISHERY CO, LIMITED.**—Creditors are required, on or before June 7, to send their names and addresses, and the particulars of their debts or claims, to William Penny, High st, Poole

**WOODHOUSE & RAWSON UNITED, LIMITED.**—Petn for winding up, presented May 19, directed to be heard on June 7. Gash & Co, Finsbury circus, petners' solors. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of June 6

#### FRIENDLY SOCIETIES DISSOLVED.

**PERMANENT BRITANNIA FRIENDLY SOCIETY, 196, Brownlow hill, Liverpool.** May 9  
**PROVIDENCE SUNDAY SCHOOL, Providence School, Loveclough, nr Bawtinstall, Lancaster.** May 9

**ST MATTHIAS SICK BENEFIT AND BURIAL CLUB, St Matthias Schools, Hunsell st, Caledonian rd, Lillingston.** May 10

#### SUSPENDED FOR THREE MONTHS.

**MANCHESTER FRIENDLY SOCIETY OF PLASTERERS' LABOURERS, Commercial Hotel, Hardman st, Deansgate, Manchester**

**PURSUERS OF PEACE FRIENDLY SOCIETY, 4, Raven rd, Spitalfields.** May 10]

**UNIVERSAL KETTER LODGE, A O F FRIENDLY SOCIETY, White Hart Hotel, Adwalton, Bradford, York.** May 10

### CREDITORS' NOTICES.

#### UNDER ESTATES IN CHANCERY.

##### LAST DAY OF CLAIM.

London Gazette.—TUESDAY, May 2.

**LEES, THOMAS, Chapel en le Frith, Derby, Wadding Manufacturer, also of ARTHUR BRANSTON CONSTANTINE and JOSEPH THOMAS LEES, as executors of the said Thomas Lees, since his death at Chapel en le Frith.** May 30. Hall v Constantine, Registrar, Manchester. Farrington, Manchester

**MYTTON, THOMAS, King's Bench walk, Temple, Solicitor.** May 31. Jenkyn v Mytton North, J. Tremellen, Chancery lane

**PEAK, ANDREW, Horwich, Lancaster.** June 2. Masfield v Brownlow, Registrar, Manchester. Edgerton, Manchester

London Gazette.—FRIDAY, May 5.

**FENSON, MARK, South Mimms, Middlesex, Baker.** June 10. Garratt v Fenson, Kekewich, J. Poole, Barnet

**FISHER, GEORGE TOM WILLIE, Huddleston rd, Tufnell pk, Shorthand Writer.** June 2. Tansley v Fisher, Chitty, J. Venn & Woodcock, New inn, Strand

**HIGHAM, RICHARD, Cheetham, Manchester.** June 3. Higham v Higham, Registrar, Manchester. Higham, Manchester

#### UNDER 22 & 23 VICT. CAP. 35.

##### LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 5.

**BAKER, SUSAN MARIAH, Church rd, De Beauvoir Town** June 8 Moodie & Mills, Basinghall-street

**BARCLAY, ALEXANDER CHARLES, Bolton st, Piccadilly, Esq** June 30 Marten & Son, Southwark Bridge rd

**BENSON, MICHAEL, Garstang, Lancs, Farmer** June 5 Fawcett, Carnforth

**BEST, ELIZABETH ANN, Bacup** Aug 3 Whitaker, Duchy of Lancaster Office, Lancaster pl

**BIRD, GEORGE ADAM, Glenthorn, Claines, Worcs, Esq** July 1 Bird & Co, Gray's inn sq

**BRASSINGTON, EDWARD HENRY, Hanley, Engraver** June 1 Hantbach, Hanley

**CARR, JAMES, Sheffield, Pen blade Grinder** June 10 Clogg & Sons, Sheffield

**CHAPPELL, JOHN, Lewisham High rd, Deptford, Undertaker** June 12 Lockyer & Avery, New Cross rd, and Bush lane, Cannon st

**CRICHTON, GIFFORD, Gateshead** June 16 Davidson & Syme, Edinburgh; or Hoyle & Co, Newcastle upon Tyne

**DAVIDSON, FRANCES, Brixton rd** June 20 Watson & Co, Bouvarie st, Fleet st

**DAYMAN, ARTHUR EDWARD, Marnbury, East Putford, Devon, Esq** June 6 Turner, Bideford

**DONNETT, SARAH, Shute, Devon** May 31 Forward, Axminster

**DRAWBRIDGE, CHARLES PARKES, Moorgate st, Solicitor** June 2 Spencer & Co, Cheapside

**EALKE, THOMAS, Sunninghill, Berks, Corn Dealer** June 9 Phillips & Ford, Windsor

EDGAR, MARGARET, Clifton, Bristol June 3 Jacques & Sons, Bristol  
 ELLINGTON, ALTHEA CHARLOTTE, Broadstairs, Kent June 9 Jackson & Co, Old Jewry chambers  
 FANTON, THOMAS, Small Heath, Birmingham, Brass Caster June 16 Foster & Kendrick, Birmingham  
 FOOT, GEORGE, Osmington, Dorset, Gent June 24 Symonds & Sons, Dorchester  
 FORBES, CHARLES, Ryde, L.W., Esq May 31 Dimond & Son, Wimpole st  
 FRANKS, EMMA ELIZABETH, Vincent sq, Westminster June 10 Hicklin & Co, Trinity sq, Southwark  
 GOLDS, HUGH WILLIAM, Littlehampton, Sussex, Butcher May 31 Holmes & Co, Littlehampton  
 HALL, WILLIAM, Salford, retired Cattle Dealer June 16 Addleshaw & Warburton, Manchester  
 HARPER, EDWARD, Brighton July 6 Williams & James, Norfolk House, Thames Embankment  
 HILL, JUDITH, Exeter May 20 Friend & Beal, Exeter  
 JAMES, JOHN REES, Llanfrecfa, nr Caerleon, Mon May 25 Spencer & Co, Cardiff  
 JENNINGS, HENRY, Ravensthorpe, Miffield, Yorks, Power Loom Turner June 19 Ward & Lawrence, Dewsbury and Ossett  
 JOHNSON, MARY, Newcastle-upon-Tyne June 1 Ingledew & Co, Newcastle-upon-Tyne  
 JOHNSTONE, AMELIA, Devonshire ter, Hyde Park June 14. Routh & Co, Southampton st, Bloomsbury  
 JOSEPH, EDWARD, New Bond st, Fine Art Dealer June 17 Buird & Co, Austinfriars  
 KEELING, HERBERT, Llandudno, Gent June 30 Hawley & Jackson, Longton, Staffs  
 LITT, ELIZABETH, Cleator Moor, Cumbrld, Post Mistress May 16 McKelvie & Whiteside, Whitehaven  
 LOCKYER, JANE, Wilton, Wilts June 1 Southall, Leominster  
 MATHEWS, PATRICK, Liverpool, Metal Broker June 19 Quiggin & Bros, Liverpool  
 MATSON, HENRY, Wingham, Kent, Farmer June 1 Fredk H Matson, Perry Farm, Freston, nr Dover  
 MEDLAND, JAMES, West Looe, Cornwall, Gent June 21 Coad & Son, Liskeard, Plymouth  
 MOODY, FRANCES, Victoria rd, Englefield green May 31 Wordsworth & Co, Threadneedle st  
 PALMER, HENRY SPENCER, Tokio, Japan, retired Major General, Royal Engineers July 1 Poulter, Lincoln's inn fields  
 PARKER, EDWARD HANCOCK, Chipping Sodbury, Glos Yeoman June 10 Trenfield, Chipping Sodbury  
 PATERSON, ANN, Alverstoke, Hants June 24 Cousins & Burbridge, Portsmouth  
 PHILLIPS, THOMAS, Newport, Mon, Innkeeper June 10 Lyne & Co, Newport, Mon  
 PIPER, JAMES, Cowden, Kent, Fellmonger June 24 Pearless & Sons, East Grinstead  
 PUGH, JOHN LASTER POOL, Brighouse, Surgeon May 31 Gamlin, Rhyll  
 PURVIS, JAMES THOMAS, National Provincial Bank, Beaumaris, Anglesea, Bank Manager June 6 Glynn & Co, Bangor  
 REINHARDT, JOHANN CHRISTIAN, Scarborough, Gent June 10 Reinhardt, Birkenhead  
 RIDGHALGH, GEORGE JOHN MILLER, Fellfoot, Windermere, Esq July 1 Taylor & Co, Manchester  
 ROGERS, MARY, Hampstead rd, Dressmaker June 1 H A Rogers, 83, Hanley rd, N  
 TELLING, EDWARD, Wootton Bassett, Wilts, retired Saddler June 30 Kinneir & Tombs, Wootton Bassett  
 TURNER, MARY, Aldershot June 3 Parker & Co, Rotherham  
 WADE, EMILY FRANCES, Southall June 10 Frankish & Co, Hull  
 WAHL, LOUIS, Chicago, Glue Merchant June 19 Montagu, Blucklersbury  
 WESTWOOD, JOANNA, Bow rd May 31 Farlow & Jackson, Fenchurch st  
 WOODS, ALBERT WILLIAM, College of Arms, Rouge Dragon June 5 Hewlett & Co, Raymond bldgs, Gray's inn

London Gazette.—TUESDAY, May 9.

AINSLIE, WILLIAM, Durham, Printer May 30 Watson & Smith, Durham  
 ANDREWS, THOMAS, East Molesey, Surrey, formerly Miller June 20 Cann & Son, Gracechurch st  
 ATHYA, ELIZABETH, West Derby, Lancs June 14 Cleaver & Co, Liverpool  
 BARNATT, WILLIAM, Betchton, co Chester, Farmer June 5 Bygott & Son, Sandbach  
 BENNETT, JAMES, Salford, Estate Agent June 24 Marriott & Co, Manchester  
 BINES, JOHN, Cowling, Kildwick, Yorks, Manufacturer June 1 Gordon & Co, Bradford  
 BROWN, ANN, Rugby June 10 Seabrook, Rugby  
 BROWN, SIMON, Eyeworth, Beds, Farmer June 24 Chapman & Chastidier, Biggleswade  
 BURN, GEORGE, Porchester ter, Hyde Park, Major General of Madras Army (retired) May 31 Barfield & Child, Flouiden bldgs, Temple  
 BUTLER, WILLIAM, Compton, Wolverhampton, Brewer July 10 Fowler & Langley, Wolverhampton  
 COOK, CHARLOTTE, Wokingham, Berks June 1 Cooke & Cooper, Wokingham  
 CROWTHER, ROBERT, Woodhouse, Normanton, Yorks, Farmer July 1 Holt & Sons, Horbury and Dewsbury  
 CULLEN, THOMAS BARNHAM, Heigham, Norwich, Gent June 20 Cozens-Hardy & Jewson, Norwich  
 DUFFIN, JOHN, Bootle June 20 James & Smith, Liverpool  
 FAWCINGTON, JOHN, Southport, Esq July 24 Canliffe & Greg, Manchester  
 GRIFFITHS, CATHERINE, Stretford, Lancs June 7 Holt & Bisque, Manchester  
 GROVER, MARY ANN, Sydney st, Chelsea June 9 Smith & Sons, Aldersgate st  
 GRUNDY, ANN, Cambridge, Hatter June 7 Bailey, Cambridge  
 GRUNDY, PAUL EDWARD, Cambridge, Hatter June 7 Bailey, Cambridge  
 HALEWOOD, MARTHA, Aberdare, Glam, Hotel Keeper June 1 Phillips & Son, Aberdare  
 HILL, ISAAC BRAGO, Wyde green, co Warwick, Gent June 21 Milward & Co, Birmingham  
 HINDS, CAROLINE, Birmingham, Beer Retailer May 23 Parry, Birmingham  
 HUGHES, ROBERT, Bangor, Gent June 6 Jones & Jones, Bangor  
 IYER, WILLIAM HENRY, Milton next Gravesend, retired Trinity house Pilot June 10 Hilder, Gravesend  
 KNOWLES, FRANCES, Bury New rd, Manchester June 15 Dendy & Paterson, Manchester  
 LAMBERT, HANNAH, Russell st, Battersea May 23 Walls & Co, Old Jewry  
 MONTAGU, HON OLIVER GEORGE POULET, Mount st, Grosvenor sq, Colonel in the Horse Guards June 15 Rowell & Co, Bedford row  
 MOOR, WILLIAM, North Shields, Saddler June 9 Dale, North Shields  
 NICHOLSON, MARGARET, Skirwith, Cumbrld June 10 Richardson, Penrith

PHILPOT, MARY, Margate June 26 Sankey, Margate  
 PICKERING, ROBERT, Bolton, Wilberfoss, Yorks, Farmer June 12 Iale, York  
 ROSATHAN, THOMAS, Birmingham, Plater June 24 Cottrell & Son, Birmingham  
 ROBSON, JOSEPH, Penrith Cumberland, Innkeeper May 23 Richardson, Penrith  
 ROSE, GEORGE THOMAS, Rosary gardens, South Kensington, Esq June 15 Rywollies & Co, Bedford-row  
 RYVES, OLIVE LAVINIA NOEL, Haverlock rd, South Hampstead May 31 Mount & Co, Arundel st, Strand  
 SEAW, AIMEE EDITH EMILY, Dera Ghasi Khan, Punjab, India June 21 Holdsworth & Payne, Old Serjeant's inn, Chancery lane  
 SHEBA, HENRY McEVEN, Sheffield, Doctor of Laws June 17 Branson & Son, Sheffield  
 SIBBLE, SEPTIMUS WILLIAM, Bletchingley, Surrey, Surgeon July 1 Birt & Follett, Townhall chmbrs, Southwark  
 SMITH, BRYAN HINTON, Astwood Bank, Feckenham, Worcs, Needle Manufacturer June 10 Browning, Redditch  
 TANSLEY, WILLIAM THOMAS, Edgbaston, Birmingham, retired Fishmonger June 21 Milward & Co, Birmingham  
 TAYLOR, GEORGE, Stonerwood, nr Petersfield, Hants, Clerk in Holy Orders June 1 Eyre & Co, John st, Bedford row  
 TAYLOR, GEORGE, Birmingham, Commercial Traveller May 12 Arthur Smith, Birmingham  
 VAUSE, WILLIAM EDLINGTON, Frodingham, Lincs, Farmer May 18 Hayes & Fox, Briggs  
 WILMOTT, JOSEPH, Brockley, Kent, Gent June 5 Morgan & Co, Furnival's inn

London Gazette.—FRIDAY, May 12.

ALLAN, JAMES, Sheffield, out of business June 1 Stacey, Sheffield  
 ALLEN, MARY FRANCES, Bath June 10 Payne & Fuller, Bath  
 ALDERSON, RICHARD WILLIAM SPITHHEAD ARNOLD, Pinjarrah, Western Australia June 12 Alderson & Son, King's Bench walk, Temple  
 ANDERSON, JOSEPH, Duke st, London bridge, Provision Merchant June 10 Roche & Son, Old Jewry  
 ATKINSON, MARGARET, Milson, Cumbrld June 12 Butler, Broughton in Furness  
 BALFOUR, EMILY MARY, Stroud, Glos June 24 Rydcliffe & Co, Craven st, Charing cross  
 BEAUM, MARY, Blagrove rd, North Kensington July 24 Blackford & Co, Walbrook  
 BLANE, DELABERE PRITCHETT, St Swithin's lane, Esq June 24 Budd & Co, Austinfriars  
 BLUNTON, WILLIAM ROBERT MOUNTFORD, Uttoreter, Staffs, Esq June 24 Wilkins, Uttoreter  
 BOTTING, ROBERT FREDERICK, High st, Marylebone, Music Hall Proprietor June 12 Venn & Woodcock, New inn  
 BROOKS, GEORGE, Nottingham, Licensed Victualler July 5 Watson & Co, Nottingham  
 CHAPMAN, AUGUSTA MARIAN, Stonehouse, Glos May 31 Norton & Co, Victoria st  
 COCKBURN, GEORGE, Birkenhead June 30 Bateson & Co, Liverpool  
 COUZENS, FRANCIS EDGAR, Short's Gardens, Seven Dials, Fishmonger June 9 Foord, Philpot lane  
 CRAIG, ADELAIDE AMELIA, Eaton terrace May 31 Norton & Co, Victoria st  
 CRAIG, AMELIA GOULD, Taormina, Sicily May 31 Norton & Co, Victoria st  
 DAVIDGE, FRANCES, Brixton rd June 20 Watson & Co, Bouverie st  
 DICKINSON, CHARLES, Ardwick, Manchester, Master Porter June 13 Dixon & Linnell, Manchester  
 DREVER, THOMAS, Edith rd, Fulham, Barrister at Law June 10 Hudson & Co, Queen Victoria st  
 DYSTER, FREDERIC DANIEL, Tenby, M.D. June 24 Lock, Tenby  
 EYLES, JAMES, Newbold st, Bromhead st, Commercial rd East, Lighterman June 8 Moss, Gracechurch st  
 GENT, MARIA, Plymouth Aug 5 Elworthy & Co, Plymouth  
 GILLOW, ROSE, Edith villas, West Kensington June 16 Atkinson & Dressor, Finsbury circus  
 GREAVES, RICHARD, Hurst, Ashton under Lyne, Smallware Dealer June 7 Clayton Ashton under Lyne  
 GREENWOLD-WILLIAMS, JOHN FRANCIS, Worcester, Esq June 14 Parker & Lord, Worcester  
 GRIFFITHS, THEIRZA, Cheltenham June 24 Jones, Abergavenny  
 HANWENT, JOSEPH WILLIAM, Norwich, Merchant June 17 Hill, Norwich  
 HARDS, GABRIEL, Noel House, Chelsea, Gent June 12 Bristol, Greenwich  
 HOWLING, ISAAC, Ramsgate, Gent June 15 Candy & Candy, Southampton  
 JEPHSON, ELIZA, Sloane st June 6 Wainwright & Co, Staple inn  
 JONES, ANNE ARABELLA, Cornwall rd, Paddington June 24 Hores & Pattison, Lincoln's inn fields  
 JONES, GUSTAVE, Canonbury rd, Gent June 10 Cohen & Cohen, London wall  
 KENDALL, EDWARD, Huddersfield, Clothdrawer June 24 Piercy, Huddersfield  
 LAKE, DAVID, Gloucester, Bootmaker June 24 Coren & Son, Gloucester  
 LUNBY, MARY EMMA, Ashton under Lyne June 14 Longbottom & Sons, Halifax  
 MACDONALD, FRANCES EMMA MAYON, Camden rd May 31 Holt, Argyll place  
 MARSDEN, JAMES EDWARD, Oldham, Pawnbroker June 13 Tweedale & Co, Oldham  
 REEVES, EDWIN, Marsh Benham, nr Newbury, Berks June 30 Kinneir & Tombs, Swindon  
 ROBERTS, WILLIAM PRITCHARD, Bangor, Chemist June 9 Jones & Jones, Bangor  
 SHELTON, THOMAS, Corbridge, Northumbria, Gent May 26 Marshall, Durham  
 SNEEL, SAMUEL EASTABROOK, Pimlico rd, Wholesale Grocer June 10 Clarkson & Son, Ironmonger lane  
 TAYLOR, GEORGE, Compton Darville, South Petherton, Somerset, Farmer July 17 Poole, South Petherton  
 THOMAS, WILLIAM ROBERT, Liverpool, Draper May 31 Nield, Liverpool  
 TROW, JOSEPH, Dudley, formerly Mechanical Engineer June 8 Sanders & Co, Dudley  
 WESTWORTH, ELIZA, Cambridge ter, Hyde park June 30 Mander & Watson, New sq, Lincoln's inn  
 WETHERALL, GEORGE NUGENT ROSS, Addlestone, Surrey, Esq May 31 Kaye & Guedalla, Essex st, Strand  
 WILLEY, EDWARD WILLIAM, Newport, Mon, Bank Manager June 10 Bailhache & Co, Newport, Mon  
 WILLIAMS, MARY, Dartmouth park rd, Highgate rd June 24 Flux & Co, Leadenhall st  
 WILSON, JOSEPH, Acocks green, Worcs, Gent July 15 Horton & Co, Birmingham  
 WOOD, GEORGE, Regent st, Music Publisher June 12 Howlett & Clarke, Brighton  
 WOOD, WILLIAM, Nottingham, Gent June 30 Martin & Sons, Nottingham



## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, MAY 12.

## RECEIVING ORDERS.

AITCHISON, ROBERT JOHN, Heaton Junction, Newcastle on Tyne, Coal Merchant Newcastle on Tyne Pet May 9 Ord May 9

BENMAN, ISAAC, Borough High st, Hop Factor High Court Pet April 30 Ord May 9

BENTLEY, JOHN BENJAMIN, Doncaster, Warehouseman Sheffield Pet May 8 Ord May 8

BURR, PEARCY JOHN, Little Britain, Solicitor High Court Pet May 8 Ord May 8

CHURCHMAN, FRANCIS WILLIAM, High st, Harlesden, Out-fitter High Court Pet April 18 Ord May 9

CLARK, JONATHAN, Wednesbury, Roamer Walsall Pet May 6 Ord May 6

COHEN, NATHAN, Great Dover st, Boot Manufacturer High Court Pet May 8 Ord May 8

CRAYEN, JOHN JOSEPH, Barrow in Furness, Pianoforte Tuner Barrow in Furness Pet May 9 Ord May 9

CROSBY, JOSEPH BOSTON, Alchurch lane, Financial Agent High Court Pet April 19 Ord May 9

DAVIS, EDGAR, Edgware rd, Furniture Dealer High Court Pet April 17 Ord May 9

DOUGLAS, MARTIN, Gateshead, retired Innkeeper Newcastle on Tyne Pet May 9 Ord May 9

DUDDESH, WILLIAM THOMAS, Harpenden, Herts, Saddler St Albans Pet May 9 Ord May 9

EAST, WILLIAM WILSON, Redmarshall, co Durham, Innkeeper Stockton on Tees and Middlesbrough Pet May 8 Ord May 8

ERINGTON, THOMAS WILLIAM, Thornaby on Tees, Yorks, Grocer Stockton on Tees and Middlesbrough Pet May 8 Ord May 8

EVANS, FITZWILLIAM RICHMOND AUGUSTUS, Birmingham, Surgeon Birmingham Pet April 27 Ord May 9

FARNELL, JAMES, Abbey st, Barnardsey, Licensed Victualler High Court Pet May 9 Ord May 9

GOODCHILD, JAMES, St Albans, Plumber St Albans Pet May 9 Ord May 9

GREENWOOD, BUTCLIFFE, Todmorden, Yorks, Coal Agent Burnley Pet April 28 Ord May 9

HANNETT, STANLEY WILLIAM, Leicester, Cabinet Maker Leicester Pet May 9 Ord May 9

HARDSTAY, JOSEPH, Heckington, Lincs, Labourer Boston Pet May 10 Ord May 10

HARTLEY, WILLIAM, late of Newcastle on Tyne Newcastle on Tyne Pet April 28 Ord May 10

HUMPHREYS, ELLIS OWEN, Portmadoc, Carnarvonshire, Coachbuilder Portmadoc Pet May 8 Ord May 8

JARMAN, JAMES, Westgate, Aldingbourne, Sussex, Wheelwright Brighton Pet May 9 Ord May 9

JORDAN, HENRY JOHN, Folkestone, Fishmonger Canterbury Pet May 9 Ord May 9

KING, CANHAM, Truro, Cornwall, Dentist Truro Pet May 10 Ord May 10

LEWIS, JOHN, Cardiff, Fish Dealer Cardiff Pet Feb 3 Ord May 9

NEAL, EDWARD SHIRAZ, Great Grimsby, Wheelwright Great Grimsby Pet May 10 Ord May 10

NEEDHAM, EDWARD, Eastoft, nr Crowle, Lincs, Licensed Victualler Sheffield Pet May 9 Ord May 9

PALEY, WILLIAM, and FRED PALEY, late Harden Beck Mills, nr Ringley, Yorks, late Worsted Spinners Bradford Pet April 27 Ord May 10

PULMAN, JOHN, Heavitree, Devon, Builder Exeter Pet May 8 Ord May 8

RAB, JAMES, Tynewood, Board of Trade Surveyor Newcastle on Tyne Pet May 8 Ord May 8

RAY, ALFRED, Park walk, Chelsea, Builder High Court Pet May 9 Ord May 9

ROSCOE, CHARLES, Gorton, Grocer Manchester Pet May 8 Ord May 8

ROWE, HENRY MICHAEL, St Austell, Cornwall, Accountant Truro Pet May 9 Ord May 9

SPRATLEY, JOHN, Luton, Beds, Tent Proprietor Luton Pet May 9 Ord May 9

STARR, GEORGE, Truro, Cornwall, Draper Truro Pet May 8 Ord May 8

SEGGERS, JOSEPH, Norwich, Tobacconist Norwich Pet May 8 Ord May 8

SKIPPINS, TOM HENRY, Dewsbury, Slop Dyer Dewsbury Pet May 8 Ord May 8

WALKER, ARTHUR, Uttoxeter, Staffs, Proprietor of Temperance Hotel Burton on Trent Pet May 8 Ord May 8

WATSON WILLIAM, Eckington, Worcs, Brewer Worcester Pet April 26 Ord May 9

WITHERS, JOHN THOMAS, Great Grimsby, Grocer Great Grimsby Pet May 6 Ord May 6

The following amended notice is substituted for that published in the London Gazette of May 2:—

HUTTER, J EDWARD, Mincing lane, Broker High Court Pet Mar 26 Ord April 26

## FIRST MEETINGS.

AMERY, JOHN, Chard, Somerset, Manufacturer May 19 at 12.30 George and Railway Hotel, Victoria st, Bristol

ATKINSON, HENRY GEORGE, late of Ore, nr Hastings May 19 at 11 Bankruptcy bldgs, Carey at

BENTLEY, JOHN BENJAMIN, Doncaster, Warehouseman May 24 at 3 Off Rec, Figtrees lane, Sheffield

BOTTOMLEY, HORATIO, Catherine st, Strand, late Managing Director of Hansard Publishing Union, Ltd May 19 at 12 Bankruptcy bldgs, Carey at

COHEN, HARRIS, Marbury Tydfil, Picture Framers May 19 at 12 Off Rec, Merchyt Tydfil

COOPER, JACOB THIBAUD, Bangor, Tailor May 19 at 2.30 Crypt Chambers, Chester

DOWN, JOSEPH, Westminster bridge rd, Publican May 19 at 2.30 Bankruptcy bldgs, Carey at

EVANS, THOMAS, Llanfihangel Abercromby, Carmarthenshire, Farmer May 20 at 11 Off Rec, 11, Quay street, Carmarthenshire

EVANS, WILLIAM, Llanfihangel Abercromby, Carmarthens-

shire, Farmer May 20 at 11.15 Off Rec, 11, Quay st, Carmarthenshire

FINNEY, JOHN, and JOHN HENRY GORING, Burton on Trent, Coopers' Vat Makers May 30 at 11 Midland Hotel, Station st, Burton on Trent

FINNEY, JOHN (separate estate), Burton on Trent, Cooper May 30 at 11.30 Midland Hotel, Station st, Burton on Trent

FITZPATRICK, THOMAS LEITH, Workshop, Notts, Tailor May 24 at 2 Off Rec, Figtrees lane, Sheffield

FORD, WILLIAM, Wolverhampton, Lock Manufacturer June 6 at 10.30 Off Rec, Wolverhampton

FORSTER, JOHN EDWARD, Eitham, Kent, Doctor May 26 at 12.30 Off Rec, 73, Castle st, Canterbury

FYNNY, ALBERT, Milton, Staffs, Joiner May 24 at 11.15 Off Rec, Newcastle under Lyme

GARLICK, MARY AGNES, Kingston upon Hull, Widow May 23 at 11 Off Rec, Trinity House lane, Hull

GAUDREY, CHARLES (deceased), Nunnington, Northamptonshire, Farmer May 26 at 12 Law Courts, New rd, Peterborough

GOLDENBOTH, FREDERICK CHRISTIAN, Ulverston, Pork Butcher May 19 at 11 Off Rec, 16, Cornwalls st, Barrow in Furness

GORING, JOHN HENRY (separate estate), Burton on Trent, Cooper May 30 at 11.45 Midland Hotel, Station st, Burton on Trent

GOUGH, JOHN, Osborne Nurseries, Sunbury, Florist May 19 at 11.30 24, Railway approach, London Bridge

GURSON, EDWARD RICHARD, Oxford grdn, Notting Hill, Wine Merchant May 19 at 11 Bankruptcy bldgs, Carey at

HAIN, GEORGE SAMUEL, Esq, Solicitor May 29 at 12 Off Rec, 5, Petty Court, Cambridge

HANNETT, STANLEY WILLIAM, Leicester, Cabinet Maker May 29 at 3 Off Rec, 34, Friar lane, Leicester

HATLEY, EDWARD, Steeple Claydon, Winslow, Bucks, Farmer May 19 at 3.30 1, St Aldate's, Oxford

HEIN, JAMES, Mark lane, Merchant May 19 at 1 Bankruptcy bldgs, Carey at

HOBBS, JOHN ALBERT, Broadbridge, Broadway, Crouch End, Grocer May 19 at 12 Bankruptcy bldgs, Carey at

HOLLINBAKE, EDWIN, Manchester, Mill Furnisher May 19 at 3 Ogden's chambers, Bridge st, Manchester

HOWARD, ALBERT JOHN, Norwich, Baker May 20 at 11 Off Rec, 8, King st, Norwich

JAMES, HERBERT, formerly Baron's court rd, West Kensington May 25 at 3.30 Bankruptcy bldgs, Carey at

JARVIS, FRANCIS RODOLPH, Kingston upon Hull, Boot Dealer May 30 at 11 Off Rec, Trinity house lane, Hull

JONES, ERNEST POWELL, and WALTER PHILIP DAVID, Swansea, Coal Proprietors May 20 at 12 Off Rec, 31, Alexandra rd, Swansea

JONES, JAMES ALFRED, Runcton, Cheshire, Mineral Water Manufacturer May 19 at 11.15 Court house, Upper Bank st, Warrington

MAYHEW, ARTHUR BENJAMIN, Weston super Mare, Insurance Agent May 19 at 12.30 Off Rec, Bank chambers, Corn st, Bristol

NEEDHAM, EDWARD, Eastoft, nr Crowle, Lincs, Licensed Victualler May 24 at 3.30 Off Rec, Figtrees lane, Sheffield

PULMAN, JOHN, Heavitree, Devon, Builder May 23 at 11 Off Rec, 13, Bedford circus, Exeter

ROBERTS, RICHARD HUGH, late Liverpool, retired Master Mariner May 19 at 11 Bankruptcy bldgs, Carey at

ROSCOE, CHARLES, Gorton, Lancs, Grocer May 19 at 3.30 Ogden's chambers, Bridge st, Manchester

ROSSI, LOUIS, Melcombe Regis, Dorset, Hairdresser May 19 at 12.30 Off Rec, Salisbury

REUBEN, J, Belater st, Bethnal green, Cabinet Maker May 23 at 12 Bankruptcy bldgs, Carey at

SARGO, KATIE, Wool Exchange, Commission Merchant May 19 at 1 Bankruptcy bldgs, Carey at

SEGGERS, JOSEPH, Norwich, Tobacconist May 20 at 11.30 Off Rec, 8, King st, Norwich

SMALLBONE, WALTER, Salisbury, Innkeeper May 19 at 3 Off Rec, Salisbury

SMITH, CHARLES WILLIAM, Canterbury May 26 at 9.30 Off Rec, 73, Castle st, Canterbury

SMITH, GEORGE WILLIAM, Derby, Cabinet Maker May 19 at 12 Off Rec, St James's chamber, Derby

TATTERSALL, JAMES, Sheffield, Publican May 24 at 2.30 Off Rec, Figtrees lane, Sheffield

TINN, GEORGE, Bristol, Sheet Iron Manufacturer May 19 at 12 Off Rec, Bank chambers, Corn st, Bristol

VAUX, JOHN, Leeds, Joiner May 19 at 11 Off Rec, 22, Park row, Leeds

WALKER, ARTHUR, Uttoxeter, Staffs, Hotel Proprietor May 19 at 3 Off Rec, St James's chamber, Derby

WATSON, CHARLES, Nottingham, Upholsterer May 19 at 13 Off Rec, St Peter's Church walk, Nottingham

WATTS, J HUNTER, & Co, Seething lane, Chemists May 19 at 2.30 Bankruptcy bldgs, Carey at

WILLIAMS, ROBERT, Swansea, Licensed Victualler May 19 at 12 Off Rec, 31, Alexandra rd, Swansea

WOLF, GEORGE GARCIA, London wall, Managing Director of G. G. Wolf & Co, Ltd May 23 at 11 Bankruptcy bldgs, Carey at

## ADJUDICATIONS.

ANDERSON, PHILIP, Reading, Monumental Mason Reading Pet May 5 Ord May 5

BALDWIN, THOMAS, Hollywood, nr Birmingham, Farmer Birmingham Pet March 6 Ord May 10

BALLS, JOHN, Twyford, Berks, Licensed Victualler Reading Pet March 28 Ord May 9

BENNETT, JAMES, Watersplash Farm, Shepperton, of no occupation Kingston, Surrey Pet April 10 Ord May 8

BENTLEY, JOHN BENJAMIN, Doncaster, Warehouseman Sheffield Pet May 8 Ord May 8

BURR, PEARCY JOHN, Little Britain, Solicitor High Court Pet May 8 Ord May 8

COHEN, NATHAN, Great Dover st, Boot Manufacturer High Court Pet May 8 Ord May 8

CRAYEN, JOHN JOSEPH, Barrow in Furness, Pianoforte Tuner Barrow in Furness Pet May 9 Ord May 9

DAVIS, TOM, Pockdown, nr Bournemouth, Builder Poole Pet April 26 Ord May 8

DONOVAN, EDMUND WALTER, Luton, Beds, Cardboard Box Maker Luton Pet May 9 Ord May 10

DOUGLAS, MARTIN, Gateshead, retired Innkeeper Newcastle on Tyne Pet May 9 Ord May 9

EAST, WILLIAM WESTBURY, Redmarshall, Durham, Innkeeper Stockton on Tees and Middlesbrough Pet May 8 Ord May 8

ERINGTON, THOMAS WILLIAM, Thornaby on Tees, Yorks, Grocer Stockton on Tees and Middlesbrough Pet May 4 Ord May 8

FARNELL, ENOS, Blacko, nr Barrowford, Lancs, Journeyman Mason Burnley Pet April 18 Ord May 9

GARRAB, ARTHUR, and WALTER GARRAB, Frankton rd, Peckham, Builders High Court Pet May 6 Ord May 9

GIBSON, ALEXANDER, Great Dover st, Southwark, Pianoforte Manufacturer High Court Pet May 6 Ord May 9

GOODCHILD, JAMES, St Albans, Plumber St Albans Pet May 9 Ord May 9

GREGG, LAURENCE PERCY, Abbey rd, St John's Wood, Financial Agent High Court Pet Mar 29 Ord May 9

HAMILTON, GEORGE JAMES, Birkenhead, Grocer Birkenhead Pet April 21 Ord May 8

HARDSTAY, JOSEPH, Heckington, Lincs, Labourer Boston Pet May 8 Ord May 10

HARRIS, BARNETT, Bristol, Cooper Bristol Pet April 11 Ord May 10

HUGHES, RICHARD, Morriston, nr Swansea, Malister Swansea Pet Sept 12 Ord May 8

HUMPHREYS, ELLIS OWEN, Portmadoc, Carnarvonshire, Coachbuilder Portmadoc and Blaenau Ffestiniog Pet May 8 Ord May 8

JARMAN, JAMES, Aldingbourne, Sussex, Wheelwright Brighton Pet May 9 Ord May 9

KING, CANHAM, Truro, Cornwall, Dentist Truro Pet May 10 Ord May 10

MARLOW, HENRY, Montpelier rd, Kentish Town High Court Pet Mar 24 Ord May 9

MARSHALL, WILLIAM THOMAS, Bristol, Baker Bristol Pet April 26 Ord May 10

NEAL, EDWARD SHIRAZ, Gt Grimsby, Wheelwright Gt Grimsby Pet May 10 Ord May 10

NEEDHAM, EDWARD, Eastoft, nr Crowle, Lincs, Licensed Victualler Sheffield Pet May 8 Ord May 8

PULMAN, JOHN, Heavitree, Devon, Builder Exeter Pet May 8 Ord May 8

RAY, ALFRED, Park walk, Chelsea, Builder High Court Pet May 9 Ord May 9

RHEAD, EDWIN, Fittaroy st, Bank Manager Birmingham Pet Mar 25 Ord May 9

ROSCOE, CHARLES, Gorton, Lancs, Grocer Manchester Pet May 8 Ord May 8

ROSSI, LOUIS, Melcombe Regis, Dorset, Hairdresser Dorchester Pet May 8 Ord May 10

ROWE, HENRY MICHAEL, St Austell, Cornwall, Accountant Truro Pet May 9 Ord May 10

SCOTT, W H, Halliford Green, Shepperton, of no occupation Kingston, Surrey Pet April 10 Ord May 8

SEGGERS, JOSEPH, Norwich, Tobacconist Norwich Pet May 8 Ord May 8

SKIPPINS, TOM HENRY, Dewsbury, Slop Dyer Dewsbury Pet May 8 Ord May 8

STARR, GEORGE, Truro, Cornwall, Draper Truro Pet May 8 Ord May 8

TILL, J H M, Intelligence Department, G P O, St Martin's le Grand, Clerk High Court Pet Jan 14 Ord May 4

WALKER, ARTHUR, Uttoxeter, Staffs, Proprietor of Temperance Hotel Burton on Trent Pet March 8 Ord May 8

WALKER, JOHN, and JAMES DUFF, Leeds, Leather Merchants Leeds Pet April 13 Ord May 8

WITHERS, JOHN THOMAS, Great Grimsby, Grocer Great Grimsby Pet May 5 Ord May 8

ZETTLER, JOSEPH, Duke st, Aldgate, Importer of Tobacconists' Fancy Goods High Court Pet May 4 Ord May 8

## ADJUDICATION ANNULLED.

BAILEY, HARRY DAVID CHERRY, Fenshall, Norfolk, of no occupation Norwich Adjud Jan 4 Annual May 9

London Gazette.—TUESDAY, MAY 16.

## RECEIVING ORDERS.

ANCHER FRED, Chertsey, Surrey, Saddler Kingston Pet May 19 Ord May 19

BLACK, JOHN, Newcastle st, Exhibition Promoter High Court Pet May 12 Ord May 12

BOSTON, THOMAS, Milk st, Champside, Manufacturer's Agent High Court Pet May 13 Ord May 18

BURGESS, WILLIAM, Whimple, Devon, Farmer Exeter Pet April 27 Ord May 12

BURSA, JOHN, Great Grimsby, late Smackowner Great Grimsby Pet May 13 Ord May 12

CLARKSON, JAMES, and THOMAS CLARKSON, Apperley Bridge, Yorks, Coal Merchants Bradford Pet May 13 Ord May 13

COOMBS, CHARLES, Sturminster Newton, Dorset, Boot Maker Dorchester Pet May 11 Ord May 11

COX, ALFRED HENRY, Weymouth, Tobacconist Dorchester Pet May 13 Ord May 13

COX, THOMAS, Beckenham, Kent, Builder Croydon Pet May 9 Ord May 9

CROSSLEY, JOHN, Burnley, formerly Licensed Victualler Burnley Pet May 11 Ord May 11

FARQUHARSON, EDWARD GEORGE, Naval and Military Club, Piccadilly, Gent High Court Pet Mar 24 Ord May 12

GERHARDT, CATHERINE HASTINGS, Kingston upon Hull, Dressmaker Kingston upon Hull Pet May 11 Ord May 11

HARRISON, HANNAH, Osaby, Yorks, Farmer Scarborough Pet April 21 Ord May 12

HARRISON, THOMAS MILNER, Catbary, Yorks, Farmer Scarborough Pet April 21 Ord May 12

HEVSE, FERDINAND, Seething lane, Commission Agent High Court Pet May 13 Ord May 13

JAMES, WILLIAM REES, Torbant, Llanfair, Fembre, Farmer Fembre Dock Pet May 10 Ord May 10

JERVIS, PETER, Beech, nr Stone, Staffs, Farmer Stafford Pet May 12 Ord May 13  
 KITCHEN, JAMES, Nottingham, late Perambulator Manufacturer Nottingham Pet May 12 Ord May 13  
 LARKIN, LEONARD, Garlinge, Isle of Thanet, Kent, Coach-maker Canterbury Pet May 11 Ord May 11  
 LAZARUS, MOSES, Manchester, Fent Dealer Manchester Pet April 20 Ord May 13  
 LEWIS, WILLIAM (JUN), Cattistock, Dorset, Farmer Dorchester Pet April 27 Ord May 12  
 LOVELL, ERNEST HAROLD, Holworthy, Devon, Draper Barnstaple Pet April 28 Ord May 12  
 LOWE, RICHARD, Ibtstock, Leics, Licensed Victualler Leicester Pet May 11 Ord May 11  
 McCULLOCK, DONALD, Sheffield, Restaurant Keeper Sheffield Pet May 11 Ord May 12  
 MELLOR, GEORGE, Goole, Yorks, Engineman Wakefield Pet May 13 Ord May 13  
 MITCHELL, JOHN, Colne, Lancs, Leather Merchant Burnley Pet May 11 Ord May 11  
 NAISH, URIAH HENRY, Canton, Cardiff, late House Furnisher Cardiff Pet May 12 Ord May 12  
 PASCALL, JAMES, Stroud, Glos, Draper Gloucester Pet May 12 Ord May 12  
 PAVIER, JOHN, Margate, Confectioner Canterbury Pet May 12 Ord May 12  
 PEACOCK, FREDERICK JEWELL, Red Lion sq, Holborn, Builder High Court Pet May 11 Ord May 11  
 POTTER, W, Cold Harbour lane, Brixton, Egg Merchant High Court Pet April 28 Ord May 13  
 POTTER, WILLIAM, Toronto, Canada, Wheelwright High Court Pet Jan 6 Ord May 11  
 RAMSBOTTOM, JAMES HENRY, Accrington, formerly Butcher Blackburn Pet May 11 Ord May 11  
 REYNOLDS, IVANOR HENWOOD, and HENRY GAMBLE, Birmingham, Manufacturers Birmingham Pet April 28 Ord May 10  
 RICHMOND, ARTHUR, Burnley, Debt Collector Burnley Pet May 11 Ord May 11  
 SMITH, ELIZABETH, Exmouth, Coal Merchant Exeter Pet May 1 Ord May 12  
 SMITH, WILLIAM MCGREGOR, Sinclair rd, West Kensington, High Court Pet April 8 Pet May 11  
 SMITH, ROSA, Canton, Cardiff, General Shop Keeper Cardiff Pet May 10 Ord May 10  
 STEPHENSON, JOHN, Manningham, Bradford, Boot Maker Bradford Pet May 11 Ord May 11  
 TOWLE, JOHN, Caythorpe, Lowdham, Notts, Licensed Victualler Nottingham Pet May 11 Ord May 11  
 UNWIN, THOMAS JAMES, Regent sq, Perfumer High Court Pet April 21 Ord May 11  
 VOYCE, HANRIAL JOHN, Kildermister, Corn Merchant Kildermister Pet April 24 Ord May 8  
 WINSFORD, ARTHUR, and JOSEPH CLAY, Smethwick, Staffs, Boot Makers West Bromwich Pet May 11 Ord May 11

**FIRST MEETINGS.**  
 BURR, PRECY JOHN, Little Britain, Solicitor May 26 at 12 Bankruptcy bldgs, Carey st  
 CALLAN, DAVID, Mumbles, Glam, Coal Merchant May 23 at 12 Off Rec, 21, Alexandra rd, Swansea  
 CHURCHMAN, FRANCIS WILLIAM, High st, Harlesden, Out-fitter May 26 at 2.30 Bankruptcy bldgs, Carey st  
 CLARK, JONATHAN, Wednesbury, Hosiery June 7 at 11.30 Off Rec, Walsall  
 COHEN, NATHAN, Great Dover st, Boot Manufacturer May 25 at 11 Bankruptcy bldgs, Carey st  
 CORRIE, WILKIN, and ERNEST BROWNE, Liverpool, Perfume Manufacturers May 30 at 2 Off Rec, 35, Victoria st, Liverpool  
 COXWELL, JOHN EDWARD GREENFIELD, Worthing, Physician May 24 at 12 Off Rec, 4, Pavilion buildings, Brighton  
 CROSBY, JOSEPH BOUTON, Abchurch lane, Financial Agent May 30 at 2.30 Bankruptcy bldgs, Carey st  
 DAVIES, CHARLES, Weobley, Herefordshire, Tailor May 23 at 10, Corn sq, Leominster  
 DAVIS, EDGAR, late Edgware rd, Furniture Dealer May 30 at 12 Bankruptcy bldgs, Carey st  
 DENNE, RICHARD, Folkestone, Tailor May 26 at 10 Off Rec, 73, Castle st, Canterbury  
 DOROVAN, EDMUND WALTER, Luton, Beds, Cardboard Box Maker May 25 at 10.30 Court house, Luton  
 EDMONDS, GEORGE WILLIAM, late Charing Cross rd, late Licensed Victualler May 26 at 12 Bankruptcy bldgs, Carey st  
 EDWARDS, EDWARD, Llanferris, Denbighshire, Innkeeper May 26 at 2 Black Lion Hotel, Mold  
 FARO, JAMES, Fareham, Hants, Saddler May 23 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth  
 GARNAR, ARTHUR, and WALTER GARNAR, Frankton rd, Peckham, Builders May 25 at 12 Bankruptcy bldgs, Carey st  
 HARDTATY, JOSEPH, Heckington, Lincs, Labourer May 25 at 12 Off Rec, 45, High st, Boston  
 HUMPHREYS, ELLIS OWEN, Fortmadoc, Carnarvonshire, Coach Builder May 24 at 2.30 Crypt chmbrs, Chester

HUTCHES, J EDWARD, Minding lane, Broker May 26 at 2.30 Bankruptcy bldgs, Carey st  
 JONES, F W, late Fortune Gate ter, Harlesden, late Butcher May 26 at 11 Bankruptcy bldgs, Carey st  
 KELLY, JOSEPH PATRICK, Bridgnorth, Salop, Boot Maker May 24 at 2 Off Rec, Talbot chmbrs, Shrewsbury  
 KING, CANHAM, Truro, Cornwall, Dentist May 25 at 2 Off Rec, Boscowen st, Truro  
 KIRBY, THOMAS, Scholes, nr Leeds, Lithographer May 25 at 12 Off Rec, 22, Park row, Leeds  
 LEWIS, JOHN, Cardiff, Hay Dealer May 25 at 12 Off Rec, 29, Queen st, Cardiff  
 LOWE, RICHARD, Ibtstock, Leics, Licensed Victualler May 30 at 3 Off Rec, 34, Friar lane, Leicester  
 MARTIN, ROBERT HENNAH, Leeds, Lithographer May 25 at 11 Off Rec, 22, Park row, Leeds  
 NICHOLLS, GEORGE, Charlton Kings, Glos, Farmer May 25 at 3.15 County Court bldgs, Cheltenham  
 PALEY, WILLIAM, and FRED PALCY, late Harden Beck Mills, nr Bingley, Yorks, late Worsted Spinners May 30 at 11 Off Rec, 31, Manor row, Bradford  
 PILE, SAMUEL, Swansea, Saddler May 25 at 2 Off Rec, 51, Alexandra rd, Swansea  
 RAY, ALFRED, Park walk, Chelsea, Builder May 25 at 2.30 Bankruptcy bldgs, Carey st  
 RHEAD, EDWIN, Fitzroy st, Bank Manager June 1 at 11 23, Colmore row, Birmingham  
 RIDEN, HARRY, Leeds, Lithographer May 25 at 11.30 Off Rec, 22, Park row, Leeds  
 ROWE, HENRY MICHAEL, 85 Austell, Cornwall, Accountant May 25 at 11.30 Off Rec, Boscowen st, Truro  
 SCOTT, W H, Hallford green, Shepperton, of no occupation May 25 at 11.30 24, Railway app, London bridge  
 SHEPHERD, GEORGE, Pentre, Glam, Grocer May 25 at 12 Off Rec, Merthyr Tydfil  
 SIMPSON, GEORGE, Cardiff, Colliery Proprietor May 27 at 11.30 Off Rec, 29, Queen st, Cardiff  
 STARK, GEORGE, Truro, Cornwall, Draper May 25 at 12.30 Off Rec, Boscowen st, Truro  
 STEPHENSON, JOHN, Manningham, Bradford, Boot Maker May 30 at 11.30 Off Rec, 31, Manor row, Bradford  
 WEBSTER, W M, Clock house Estate, Tottenham, Builder May 23 at 3 Off Rec, 95, Temple chmbrs, Temple  
 WITHERS, JOHN THOMAS, Gt Grimsby, Grocer May 24 at 11 Off Rec, 15, Osborne st, Gt Grimsby

## ADJUDICATIONS.

BREMAN, ISAAC, Borough High st, Hop Factor High Court Pet April 30 Ord May 12  
 BLACE, JOHN, Newcastle st, Strand, Exhibition Promoter High Court Pet May 12 Ord May 13  
 BURNES, JOHN, Gt Grimsby, late Smackowner Gt Grimsby Pet May 13 Ord May 13  
 CHURCHMAN, FRANCIS WILLIAM, High st, Harlesden, Out-fitter High Court Pet April 18 Ord May 12  
 COOMERS, CHARLES, Sturminster Newton, Dorset, Boot Maker Dorchester Pet May 11 Ord May 11  
 CORRIE, WILKIN, and ERNEST BROWNE, Liverpool, Perfume Manufacturers Liverpool Pet April 26 Ord May 13  
 COX, ALFRED HENRY, Weymouth, Tobaccoconist Dorchester Pet May 13 Ord May 13  
 CROSBY, JOHN, Burnley, formerly Licensed Victualler Burnley Pet May 9 Ord May 11  
 DEANE, SARAH AUGUSTA, Clifton, Bristol, Widow Bristol Pet April 26 Ord May 11  
 DELL, WILLIAM HENRY, Watford, Heris, Grocer St Albans Pet April 21 Ord May 12  
 DOWD, JOSEPH, Westminster Bridge rd, Publican High Court Pet Feb 25 Ord May 12  
 EDDLES, WILLIAM, St Mary Church, Torquay, Builder Exeter Pet April 13 Ord May 12  
 FARRELL, JAMES, Abbey st, Bermondsey, Licensed Victualler High Court Pet May 9 Ord May 12  
 GERHARDT, CATHERINE HASTINGS, Kingston upon Hull, Dressmaker Kingston upon Hull Pet May 11 Ord May 11  
 GREENWOOD, BUTCLIFFE, Todmorden, Yorks, Coal Agent Burnley Pet April 23 Ord May 13  
 HORNBER, T W, Chancery lane, Auctioneer High Court Pet May 23 Ord May 12  
 JERVIS, PETER, Beech, nr Stone, Staffs, Farmer Stafford Pet May 12 Ord May 12  
 KITCHEN, JAMES, Nottingham, Perambulator Manufacturer Nottingham Pet May 12 Ord May 12  
 LARKIN, LEONARD, Garlinge, Isle of Thanet, Kent, Coach-maker Canterbury Pet May 10 Ord May 11  
 LAZARUS, MOSES, Manchester, Fent Dealer Manchester Pet April 20 Ord May 13  
 LOWE, RICHARD, Ibtstock, Leics, Licensed Victualler Leicester Pet May 11 Ord May 11  
 MELLOR, GEORGE, Goole, Yorks, Engineman Wakefield Pet May 13 Ord May 13  
 MILTON, THOMAS, Westwood, nr Broadclyst, Devon, Blacksmith Exeter Pet April 24 Ord May 12

NAISH, URIAH HENRY, Canton, Cardiff, late House Furnisher Cardiff Pet May 12 Ord May 12  
 PEACOCK, FREDERICK JEWELL, Red Lion sq, Holborn, Builder High Court Pet May 11 Ord May 11  
 RAMSBOTTOM, JAMES HENRY, Accrington, formerly Butcher Blackburn Pet May 10 Ord May 11  
 RICHMOND, ARTHUR, Burnley, Debt Collector Burnley Pet May 11 Ord May 11  
 SMALLDORSE, WALTER, Salisbury, Innkeeper Salisbury Pet May 5 Ord May 12  
 SMITH, ROSA, Canton, Cardiff, General Shopkeeper Cardiff Pet May 10 Ord May 10  
 STEPHENSON, JOHN, Manningham, Bradford, Boot Maker Bradford Pet May 11 Ord May 11  
 TOWLE, JOHN, Caythorpe, Lowdham, Notts, Licensed Victualler Nottingham Pet May 11 Ord May 11  
 WINSFORD, ARTHUR, and JOSEPH CLAY, Smethwick, Staffs, Boot Makers West Bromwich Pet May 9 Ord May 11

## ADJUDICATION ANNULLLED.

MACKINNON, J C, Michael's grove, Brompton, Gentleman High Court Adjud Nov 6, 1889 Annual April 26

## SALES OF ENSUING WEEK.

May 24.—DOUGLAS YOUNG, Esq., at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Investments (see advertisement, April 29, p. 4).  
 May 25.—Messrs. JOHN LEE & BURCHILL, at the Mart, E.C., at 1 o'clock, Freehold Residence (see advertisement, May 6, p. 464).  
 May 26.—Messrs. ELLIS & SON, at the Mart, E.C., at 2 o'clock, Freehold Business Premises and Freehold Manufacturing Premises (see advertisements, May 6, p. 467, and May 13, p. 4).  
 May 30.—Messrs. GREEN & SON, at the Mart, E.C., at 1 for 2 o'clock, Leasehold Business Premises (see advertisement, this week, p. 4).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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